

My commission expires May 21, 1927. (Seal)

Fred D. Oiler, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 4, 1923, at 4:20 o'clock P.M. and recorded in Book 479, Page 543.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

247851 SIOU'S ENDORSEMENT

I hereby certify that I received \$6.00 and issued Receipt No. 12781 thereon in payment of mortgage tax on the within mortgage.

Dated this 5 day of Dec., 1923
W. W. Stackey, County Treasurer

M O R T G A G E.

COMPARED

THIS INDENTURE, Made this 3rd day of December A.D. 1923, between Daniel W. Ware, and Musetta Ware, his wife of Tulsa County, Oklahoma, parties of the first part and Finerty Investment Company, a corporation organized under the laws of Oklahoma, of Oklahoma City, Oklahoma, party of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six Thousand Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, the following described Real Estate, situated in Tulsa County, Oklahoma, to-wit:

The South East Quarter (SE $\frac{1}{4}$) of South East Quarter (SE $\frac{1}{4}$); and the East Fourteen (14) Acres of East Half (E $\frac{1}{2}$) of South West Quarter (SW $\frac{1}{4}$) of South East Quarter (SE $\frac{1}{4}$) in Section Twenty-Nine (29) and the South West Quarter (SW $\frac{1}{4}$) of South West Quarter (SW $\frac{1}{4}$) in Section Twenty-eight (28); and the North West Quarter (NW $\frac{1}{4}$) of North West Quarter (NW $\frac{1}{4}$) in Section Thirty-three (33), all in Township Twenty-two (22) North, Range Fourteen (14) East

of the Indian Meridian, containing 134 acres, more or less, according to Government survey; together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, and all the rights of homestead. TO HAVE AND TO HOLD, the said premises to the proper use and benefit of the said party of the second part, its successors and assigns forever. And I hereby covenant with the said Finerty Investment Company, that I hold said premises by good and perfect title; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever. And I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever. PROVIDED ALWAYS, And these presents are upon the express condition: That if the said first parties their heirs, executors, administrators or assigns, shall pay to the said Finerty Investment Company, its successors or assigns, the principal sum of Six Thousand Dollars on the first day of December Nineteen Hundred and Thirty-three, with interest on the said principal sum at the rate of six per centum, per annum, payable annually, on the first day of December Nineteen Hundred and Twenty-four and - annually thereafter, both principal and interest payable at the office of Finerty Investment Company, in Oklahoma City, Oklahoma, according to the terms of one certain promissory note or bond, of even date herewith, with coupons for interest attached thereto and also pay all taxes, and other assessments on said premises on said premises, during the continuance of this mortgage, before any of said taxes shall become delinquent, and shall pay said interest coupons as the same mature, and keep the buildings, fences, and other improvements on said premises in as good condition as at this date, and shall keep the said buildings insured in the sum of \$- -, for the use and benefit of the party of the second part, and its assigns, until said principal sum -- and interest are fully paid; then, and in that case only, these presents shall be void, otherwise to remain in full force and effect; PROVIDED ALSO, That on default in payment of any part of said principal, or interest, or taxes, as the same shall become due, or upon failure of said parties of the first part to keep the buildings, fences and improvements on said premises in good repair, or to keep said buildings, so insured as herein provided, or to deliver the