

identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My commission expires January 15, 1925. (Seal) H. M. Price, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, September 21, 1923, at 11:30 o'clock A.M. and recorded in Book 479, Page 63.

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

240543 C.M.J.
TREASURER'S ENDORSEMENT ESTATE MORTGAGE.

COMPARED

I hereby certify that I received \$60.00 and issued Receipt No. 11609 thereon in payment of mortgage tax on the within mortgage.

Dated this 22nd day of Sept 1923

W. W. Stacey, County Treasurer

THIS INDENTURE, Made this Twentieth day of September 1923, between Empire City Company, a corporation in Tulsa County and State of Oklahoma, party of the first part, and the Farm and Home Savings and Loan Association of Missouri, a corporation organized under the laws of the State of Missouri, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Sixty Thousand Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does Grant, Bargain, Sell, Convey and Confirm unto said party of the second part, its successors and assigns forever, all the following described real estate, lying and situated in the County of Tulsa and State of Oklahoma, to-wit:

The East Fifty (50) feet of Lot number Four (4) in Block number Ninety One (91) of the original Town, now city, of Tulsa, Oklahoma, according to the official plat thereof, together with all improvements thereon.

And all right, title, estate and interest of said grantor in and to said premises, including all homestead rights, which are hereby expressly waived and released, together with all rents of said property, with full power and authority to collect the same in case the conditions of this mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereto belonging:

TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns forever. Said party of the first part hereby covenants with said party of the second part, its successors and assigns, that at the deliver hereof it is the true and lawful owner of the said premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that there is no one in adverse possession of same, and that it will warrant and defend the same against the lawful and equitable claims of all persons whomsoever.

PROVIDED ALWAYS, And these presents are upon the express conditions that, whereas, the said party of the second part at the special instance and request of said party of the first part, loaned and advanced to Empire City Company, a corporation the sum of Sixty Thousand Dollars,

AND WHEREAS, Said party of the first part agrees with the said party of the second part, its successors and assigns, to pay all taxes and assessments, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the buildings thereon constantly insured in such company or companies as said second party may designate, and the policy or policies of insurance constantly transferred to said party of the second part, its successors or assigns; and also to keep said lands and improvements thereon free from all statutory lien claims of every kind, and