

identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires June 15th 1926 (SEAL) Guy W. Settle, Notary Public
 Filed for record in Tulsa County, Tulsa Oklahoma, Oct 27, 1923 at 11:00 o'clock A. M. in Book 480, page 40
 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

242189 C.J.

REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$500 and issued Receipt No. 122/12 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of Oct, 1923

W. W. Stuckey, County Treasurer

Deputy

and COMMERCE TRUST COMPANY, a corporation, of Kansas City, Missouri, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five Thousand & No/100 Dollars, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm, unto said party of the second part, and to its successors and assigns, forever, all of the following described real estate, lying and situated in the County of Tulsa State of Oklahoma.

Lots Numbered Three (3) and Four (4) and the East Half (E2) of the Southwest Quarter of Section Thirty-one (31), Township Eighteen (18) North Range, Fourteen (14) East of the Indian Meridian, containing -----acres, more or less, according to Government survey,

TO HAVE AND TO HOLD THE SAME: With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever.

And the said party of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims and demands of all persons whosoever.

PROVIDED ALWAYS: And this instrument is made, executed and delivered upon the following conditions to-wit:

FIRST: Said first Parties being justly indebted to said party of the second part in the principal sum of Five Thousand & No/100 Dollars (\$5000.00) for money borrowed have executed and delivered to said party of the second part one certain principal promissory note numbered, bearing even date herewith, one for the sum of Five Thousand Dollars, (\$5000.00), payable according to the tenor of said note, with interest thereon from date until maturity at the rate of six per cent per annum, payable - annually on the first day of in each year, according to interest coupons attached to said note, both principal and interest payable to the order of the said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America, Said note further provide that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the