

of said premises, and that it will defend the possession thereof unto said party of the second part, its successors and assigns.

THIS AGREEMENT shall bind and run in favor of the respective parties hereto, their heirs, successors, administrators, executors, and assigns.

IN WITNESS WHEREOF, the said party of the first part, lessor herein, has hereunto set his hand the day and date first above written.

D. Rollans

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Before me, the undersigned, a Notary Public within and for said County and State, on this 4th day of December 1923, personally appeared D. Rollans, to me known to be the 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.

WITNESS my hand and notarial seal.

My commission expires April 20, 1926 (SEAL) W. C. Williamson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 11, 1923 at 2:00 o'clock P. M. in Book 480, page 631

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

246486 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 06 and issued Receipt No. 12874 in payment of mortgage on the within mortgage.

Dated this 11 day of Dec. 1923

W. W. Stuckey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 4 day of December, A. D.

1923 between M. R. Stout and Leah B. Stout, husband

and wife, of Tulsa County, in the State of Okla-

homa, of the first part, and Sand Springs Lumber

Company of Sand Springs, Oklahoma, of the second

part.

WITNESSETH: The said parties of the first part, in consideration of the sum of Three Hundred Nine Dollars and 10/100 DOLLARS, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part its heirs and assigns, all the following described real estate, situated Lake Sub-Division county of Tulsa and State of Oklahoma, to wit:

Lot Twenty (20) in Block One (1) Second Lake Sub-Division to the

City of Sand Springs, According to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part its heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas said M. R. Stout and Leah B. Stout have this day executed and delivered One certain promissory note in writing to said party of the second part, described as follows:

For the principal sum of Three Hundred Nine Dollars & 10/100 (\$309.10) dated December 4, 1923, due and payable at the rate of Fifteen Dollars (\$15.00) per month, first payment being due January 4, 1924 and on the 4th day of each and every month thereafter with interest payable monthly at the rate of 8% per annum until the full amount shall have been paid. It is understood and agreed that this is a second mortgage.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its heirs and assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall re-