

on this, 8th day of November 1923 personally appeared E. P. Harwell and Mary W. Harwell, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission expires May 11th, 1927 (SEAL) Maurice A. DeVinna, Notary Public
 Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 12, 1923 at 4:20 o'clock P. M.
 in Book 482, page 19
 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

246596 C.J.

REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$30 and issued
 Receipt 12897 therefor in payment of mortgage
 taken on the within mortgage.

Dated this 12th day of Dec., 1923

W. W. Suckey, County Treasurer

S.B.
 Deputy

THIS INDENTURE, Made this Twelfth day of December A.D. 1923 by and between Isabel S. Wagner and R. S. Wagner, her husband of the County of Tulsa, and State of Oklahoma, parties of the first part, and B. L. Conway party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Fifteen Hundred (1500) Dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece, or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

South fifty (50) feet of Lot Four (4), in Block Six (6) in Friend and Gillette Addition to the City of Tulsa.

This mortgage is subject to a mortgage of \$2500.00 to J. J. Daly, which mortgage bears date of June 28th, 1922, and is recorded in Book 71, page 75 in the office of the County Clerk of Tulsa County.

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 his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good indefeasible estate of inheritance therein, free and clear of all incumbrances, except as above stated, and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against claims of all persons whomsoever.

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

FIRST. Said first parties are justly indebted unto the second party in the principal sum of Fifteen Hundred (1500) DOLLARS, being for a loan made by the said second party to the said first parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties, bearing date December 12, 1923 and payable to the order of said second party on the 12th day of January 1924 at the office of E. A. Lilly, Tulsa, Oklahoma with interest thereon from date until maturity at the rate of ten per cent per annum said principal and interest bear interest after maturity at the rate of ten per cent per annum, and are payable at the order of said second party at the Office of E. A. Lilly, Tulsa, Oklahoma with exchange on New York.

SECOND. The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit