

same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires 3/17/26

(SEAL)

D. Ed. Chase, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 31, 1923 at 8:00 o'clock A. M.
in Book 482, page 261

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

-C-
247817 C.J.

REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT
I hereby certify that I received \$400 and issued
Receipt No. 13134 for a payment of mortgage
tax on the within mortgage.

Dated the 7 day of Jan., 1924

W. J. [Signature] County Treasurer

THIS INDENTURE, Made this 17th day of December
in the year of our Lord One Thousand Nine Hundred
Twenty-three by and between J. H. McKee and Ophelia
McKee, his wife of the County of McIntosh and
State of Oklahoma, hereinafter known as party of

the first part, 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 Four Thousand and no/100 (\$4000.00) 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.

The Northwest quarter and the North half of the Southwest Quarter
of Section Thirty-two (32) Township Seventeen (17) North, Range
Thirteen (13), East

of the Indian Meridian, containing 240 acres, more or less, according to Government survey,

TO HAVE AND TO HOLD THE SAME: With all and singular the tenements, heredita-
ments 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 J. H. McKee and Ophelia McKee, his wife being justly indebted
to said party of the second part in the principal sum of Four Thousand and no/100 (\$4000.00)
Dollars, (\$4000.00) for money borrowed have executed and delivered to said party of the second
part One certain principal promissory note numbered, bearing even date herewith, for the sum
of Four Thousand and no/100 Dollars, (\$4000.00), payable according to terms of said note
with interest thereon from date until maturity at the rate of 5 per cent per annum, payable
annually on the 1st days of January 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 provides 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 legal holder or holders, be-
come due and payable, and both principal and interest are to bear interest at the rate of