

STATE OF OKLAHOMA }  
COUNTY OF TULSA } SS:

Before me, E. P. Jannings, a Notary Public in and for said County and State, on this 3rd day of December, 1923, personally appeared H. L. STANDEVEN, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice 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 said Corporation, EXCHANGE TRUST COMPANY, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal of office in said County and State the day and year last above written.

My commission expires May 15, 1924, (SEAL) E. P. Jannings, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 4, 1924, at 4:30 o'clock P. M. in Book 482, page 337

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

248268 C.J. COMPARED

MORTGAGE

OKLAHOMA TREASURER'S ENDORSEMENT

I hereby certify that I received \$3.00 and issued Receipt No. 3189 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of Jan 1924  
W. W. Snuckey, County Treasurer  
Deputy

THIS INDENTURE made the Thirty-first day of December in the year one thousand nine hundred and Twenty-three (1923) between G. A. Smelser and Mary Smelser, husband and wife hereinafter called the Mortgagor, and the Mager-Swan Mortgage Company, a body corporate organized under the laws of the State of Oklahoma,

PARTIES.]

hereinafter called the Mortgagee.

WITNESSETH, That the said Mortgagor in consideration of the sum of Three Thousand and no/100 Dollars, to them paid by the said Mortgagee, do hereby grant, bargain, sell and convey to the said Mortgagee, its successors and assigns forever, the following real estate situate at Tulsa in the County of Tulsa and State of Oklahoma, and bounded and described as follows:

PROPERTY:

Lot eight (8) Block three (3) Kirkpatrick Heights  
Addition to the City of Tulsa, Oklahoma according to the  
recorded plat thereof.

Together with the buildings and improvements erected or to be erected thereon with all the appurtenances and all the rents, issues and profits arising and which may be had therefrom:

TO HAVE and to Hold the said premises with the appurtenances and all rents, issues and profits aforesaid unto the said Mortgagee, its successors and assigns forever. (WARRANTY)) And the said Mortgagor for themselves and their heirs, do hereby covenant to and with the said Mortgagee, its successors and assigns that the said Mortgagor is lawfully seized of the premises aforesaid; that the said premises are free and clear of all incumbrances of every nature and kind whatsoever; and that the said Mortgagor will forever warrant and defend the same with the appurtenances unto the said Mortgagee, its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

The condition of the foregoing conveyance is such that:

DESCRIPTION  
OF NOTE

WHEREAS, the said Mortgagee has actually loaned and advanced to the said Mortgagor and the said Mortgagor has had and received and is justly indebted to the said Mortgagee for the full sum of Three Thousand and no/100 Dollars for value received, according to the tenor and effect of a certain principal promissory note to the order of said Mortgagee, executed by said Mortgagor and delivered to said Mortgagee, bearing even date herewith and payable as provided in said note with interest on said principal sum at the