

neither said C. P. Moriarty, nor anyone for him or on his behalf has ever acted upon said agreement nor availed themselves of any rights thereunder, and that a reasonable time for the exercise of rights under said contract has long since expired and that all of the defendants' right, title and interest in and to said agreement and said land is forfeited, cancelled and held for naught, and plaintiff should be released from all liability on said contract and be free to convey all land covered thereby.

It is therefore Ordered and Considered that unless defendants shall pay to plaintiff within twenty days from the date of this decree Twelve Thousand Six Hundred Twenty-seven and 75/100 Dollars (\$12,627.75) with interest at the rate of 10 per cent per annum from November 1, 1923 that all of the defendants' right, title and interest in and to said agreement and said land be and the same hereby is forfeited, cancelled and held for naught, and plaintiff is released from all liability on said contract and left free to reconvey all land covered thereby without liability to defendants and freed from said contract.

Plaintiff shall pay the costs herein taxed at \$-----.

BY THE COURT

No Seal

W. G. Hastings

Judge.

Filed for record in Tulsa County, Tulsa Oklahoma, May 31, 1924 at 11:40 o'clock A. M.  
in Book 488, page 350

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

259535 C.J.

MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$12,627.75 and issued  
Receipt No. 5164 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 31st day of May 1924

W. W. Sweeney, County Clerk

THIS INDENTURE Made this 25th day of April in the year  
of our Lord One Thousand Nine Hundred and Twenty Four  
between A. O. Srader and Ethel May Srader, his wife  
of the County of Tulsa and State of Oklahoma, of the  
first part, ( hereinafter called first party) and THE  
DEMING INVESTMENT COMPANY, a corporation, of Oswego,

Kansas, party of the second part.

WITNESSETH, That the said first party in consideration of the sum of Three Hundred Sixty Seven and 50/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do GRANT, BARGAIN, SELL AND MORTGAGE to the said party of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa in the State of Oklahoma, described as follows, to-wit:

The South East quarter of North West quarter and East Half of North east  
quarter of North west quarter and South West quarter of North East quarter  
of North West Quarter of Section Eighteen (18) in Township Seventeen (17)

North Range Fourteen (14) East

of the Indian Meridian, containing in all 70 acres, more or less, according to the Government survey thereof, with the appurtenances, rents, issues and profits and all the estate, title and interest of said first party herein. And the said first party 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, and will WARRANT AND DEFEND the title to the same and that the same is free and clear of all incumbrances of whatsoever kind except a certain mortgage for \$3500 given to THE DEMING INVESTMENT COMPANY.

THIS GRANT is intended as a MORTGAGE to secure the payment of the sum of Three Hundred Sixty Seven and 50/100 DOLLARS, payable as follows, to-wit:

\$122.50 May 1st, 1925;  
\$122.50 May 1st, 1926;  
\$122.50 May 1st, 1927;