

the identical person who subscribed the name of the maker thereof to the foregoing instrument as its 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 such corporation, for the uses and purposes therein set forth.

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

(SEAL) C. G. Gray, Notary Public.

My commission expires Oct. 31, 1927.

Filed for record in Tulsa County, Okla. on Sept. 4, 1924, at 4:00 P.M. recorded in book 491, page 468, Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.

266642 - BH

REAL ESTATE MORTGAGE.

This indenture, made this 4th day of September, in the year of our Lord one thousand nine hundred and twenty four, between Duck Winton, Roll No. 5556, original allottee, and Berneice Winton, his wife, of the county of Tulsa, and State of Oklahoma, of the first part and D. H. Boulton, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of - - - dollars to them duly paid, 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, his heirs, administrators, or assigns, forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

All that part of the west half (W $\frac{1}{2}$) of the northeast quarter (NE $\frac{1}{4}$) of section twelve (12) township twenty (20) north, range twelve (12) east, Tulsa County, Oklahoma, according to the Government survey thereof, which lies west of the Midland Valley Railroad.

of Indian Meridian, containing sixty acres, more or less, according to government survey thereof, with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do 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 whatever kind. Except sum due upon one certain mortgage to D. H. Boulton, in the sum of \$2500.00, recorded in book 523 at page 104 of the deed records of Tulsa County, Oklahoma.

This grant is intended as a mortgage to secure the payment of the sum of \$350.00, three hundred and fifty dollars, payable as follows; to-wit: Payable July 2nd, 1927, with interest thereon from date at the rate of eight per cent per annum, according to the terms of one certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be paid as therein specified. But if default be made in such payment or any part thereof, or interest thereon when due, or the taxes, or if the insurance is not kept in force then this conveyance shall become absolute, and the whole shall become due and payable and it shall be lawful for the said party of the second part his heirs, administrators, or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the said party of the second part, his heirs, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, to-