

the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the consideration, uses and purposes therein set forth. I am familiar with the seal of said THE DENING INVESTMENT COMPANY, and the same was thereto affixed in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

(SEAL)

E.E. Ford, Notary Public,  
Oswego, Kansas.

My commission expires April 12th, A. D. 1910)

Filed for record at Tulsa Dec. 3, 1909 at 1:30 o'clock P.M.

H.C. Walkley, Register of Deeds (SEAL)

MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS, That F.P. Marshall and J.D. Scott of Tulsa, County, State of Oklahoma hereinafter, designated the first parties, for and in consideration of the sum of Three Hundred (\$300.00) Dollars to them in hand paid by F.M. Lewis of Tulsa, County, State of Oklahoma hereinafter designated the second party, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said second party his heirs and assigns forever, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot four (4) in Block Twenty eight (28) in the Owen Addition to the city of Tulsa, Okla. according to the amended plat thereof dated April 25, 1907, and duly filed for record together with all the improvements therein and all the appurtenances thereunto belonging and all the rights of homestead therein;

TO HAVE AND TO HOLD the same unto said second party his heirs and assigns forever. The said first parties hereby covenant and agree to and with the said second party to warrant and defend the title to said premises against all lawful claims whatsoever.

PROVIDED ALWAYS and this conveyance is upon these express conditions; That if the said first parties their heirs administrators, executors or assigns shall pay to the said second party the sum of \$50.00 on or before April 1, 1910; \$50.00 on or before October 1, 1910; \$50.00 on or before April 1, 1911; \$50.00 on or before October 1, 1911; \$50.00 on or before April 1, 1912; \$50.00 on or before October 1, 1912; \$3.35 on or before April 1 1910 with annual interest thereon at the rate of 8 per centum payable semi-annually, principal and interest payable at the office of First National Bank, at Tulsa, Oklahoma, with current rate of exchange on New York City, in gold or its equivalent, according to the terms of 7 certain promissory notes of even date and tenor herewith and shall pay all taxes and other assessments on said lands, and upon this mortgage or upon the notes secured hereby, during the life of this mortgage and before the same shall become delinquent, and shall also, at their own expense keep the buildings on said property insured against fire, in a good and reputable insurance company for the benefit of said second party or assigns, to the extent of \$----- until this mortgage is paid or otherwise extinguished, then this instrument