

State of Oklahoma, County of Cherokee, SS.

Before me, a notary public within and for said county and state on the 5th day of January 1911, personally appeared Sallie Riggs, nee Murphy, and Baxter Riggs, husband and wife, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and seal as such notary public on the day and year last above mentioned.

My commission expires June 14th, 1914.

W. L. Johns, notary public.  
(SEAL)

Filed for record at Tulsa, Okla., Jan. 7, 1911, at 2:55 P. M.

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

MORTGAGE.

This mortgage, made and executed this 1st day of January, 1911, by the (Tulsa Elks Building Association, a corporation) duly organized and existing under the laws of the State of Oklahoma, hereinafter called the grantor, as party of the first part, and (the Colonial Trust Company, a corporation) organized and existing under the laws of the state of ~~Oklahoma~~ <sup>Oklahoma</sup>, and having its principal office in the City of Tulsa, Tulsa County Oklahoma, hereinafter called Trustee, as party of the second part, and all of the several and respective owners and holders of any of the following described second mortgage real estate notes and coupons, hereinafter called note-holders, as parties of the 3d part:

Witnesseth: Whereas, at a meeting of the Board of Directors of the grantor, duly called and held in its office in the city of Tulsa, Oklahoma, pursuant to law and the by-laws of the grantor, a resolution was adopted, that for its corporate needs and uses the grantor should be, and its president and secretary were authorized to execute and deliver six hundred second mortgage real estate notes of the grantor, for the aggregate amount of Sixty Thousand Dollars, with interest at the rate of six per cent per annum payable semi-annually, such interest to be evidenced by a coupon to be attached to said notes, each of said coupons to be for the sum of Three Dollars, and payable respectively on the 1st day of January and July of each year until the respective maturities of said notes. Said notes to be dated the 1st day of January, 1911, and to be paid, principal and interest at the office of the Colonial Trust Company, in the city of Tulsa, Tulsa County, Oklahoma. Said notes being numbered respectively from one (1) to six hundred (600), both inclusive, and being each for the sum of One Hundred Dollars and payable as follows, to-wit: All said notes shall be payable on the 1st day of January, 1931; provided however, that any, each and all of said notes may be pre-paid at the option of the grantor or redeemed at the option of the grantor at any time before their respective maturities, by making a deposit with The Colonial Trust Company, of the city of Tulsa, Oklahoma, at the date fixed for the payment of any interest, of a sum sufficient to pay the principal of the note or notes desired to be redeemed, with all interest due thereon up to the day fixed for such redemption; such deposit to be accompanied by a written notice to said Colonial Trust Company, specifying the number and amount of the notes to be so redeemed, and subject to the conditions hereinafter set out.

And whereas, at said meeting of the Board of Directors of the Grantor, it was resolved that for the purpose aforesaid, the president and secretary of the grantor, should be and they were so directed and authorized to issue and negotiate said notes in the form hereinafter set forth, and to secure the payment of the principal and interest thereon by second mortgage on the real estate and property of the grantor, hereinafter described.