

on this 11th day of August 1922, personally appeared A. Newlin, 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, and in the capacity therein shown.

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.

(Seal)

Joe W. McKee, Notary Public.

My commission expires: Feb. 6th, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, August 19, 1922, at 11:40 o'clock A. M. and recorded in Book 417, Page 1.

(Seal)

O. D. Lawson, County Clerk.

206937 C.M.J. COMPARED

REAL ESTATE MORTGAGE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$60 and issued Receipt No. 4334 therefor in payment of mortgage tax on the within mortgage.

Dated this 19 day of Aug 192 2

WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That Clyde

L. Sears and Leah H. Sears, his wife, of

Tulsa County, Oklahoma, parties of the

first part, have mortgaged and hereby

mortgage to A. Y. Boswell, Jr. party of the second part, the following described premises, situated in Tulsa County, State of Oklahoma to-wit:

Lot Ten (10), in Block Two (2), in Boswell's Addition to the City of Tulsa, Tulsa County, Oklahoma.

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of Nine Hundred Seventy and no/100 Dollars, with interest thereon at the rate of 8 per cent per annum, payable from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof, and payable to the order of the mortgagee herein at Tulsa, Oklahoma, on or before September 15th, 1925.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a second lien upon said premises; that the party of the first part will pay said principal and interest at times when the same fall due and at the place and in the manner provided in said notes and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire or lightning for not less than \$1,000.00 in form and companies satisfactory to said second party, and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the