

State of Oklahoma, Tulsa County, ss.

Before me Maurice A. DeVinna a Notary Public in and for said County and State, on this 19th day of September 1922, personally appeared James Shelton to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(Seal)

Maurice A. DeVinna,

My commission expires May 11th, 1923. Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 20, 1922, at 3:00 o'clock P.M. and recorded in Book 417, Page 312.

By F. Delman, Deputy. (Seal)

O. D. Lawson, County Clerk.

209154 C.M.J. **COMPARED** REAL ESTATE MORTGAGE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 30 and issued Receipt No. 4922 therefor in payment of mortgage tax on the within mortgage.

Dated at 21 day of Sept 1922

WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That R. S.

Peters and Helen A. Peters, of Tulsa County,

Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to N. E. Wagner

party of the second part, the following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lots #23 and #24 in Block #5, Bullette Addition to the City of

Tulsa, as shown by the recorded plat thereof.

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 Five Hundred and Thirty, (\$530.00) Dollars, with interest thereon at the rate of 10 per cent per annum, payable annually 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.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first 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 \$1000.00 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 same from the first party with ten per cent interest, and that every such

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