affixed, this 23rd day of September 1922

Ass't Secretary

Attest: E. Arnold

(CORPORATE SEAL) GUM BROTHERS COMPANY

By Lester B. Gum

Vice-President

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA.)

Before me, a Notary Public in and for said county and State, on this 23rd day of September 1922, personally appeared Lester B. Gum 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 such corporation, for the uses and purposes therein set forth.

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My Commission expires November 17, 1924 ( SEAL) M. F. Adler, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Oct 9, 1922 at 3:15 o'clock p. M. in Book 417, page 571

By F. Delman, Deputy

(SEAL) O. D. Lawson, County Clerk

210740 C.J.

MORTGAGE

QMPdWOO TREASURER'S ENDORSEMENT
I hereby certify that I received \$ \_\_\_\_\_ and issue
Receipt No. 0. 2 // therefor in payment of mortgoge Pated is 10 day of 1922

WALL L DICKER County Treasurer

FOR THE CONSIDERATION OF Twenty Five Thousand DOLLARS Adolph J. Scherer, and Eleonora H. Scherer, his wife, of Tulsa County, State of Oklahoma, first parties do hereby mortgage and convey to GUM BROTHERS COMPANY, a corporation

of Oklahoma City, Oklahoma, second, party, its successors and assigns, the following real estate, situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

> West 109 feet of Lots Nine and Ten, in Block Five, in Orcutt Addition to the City of Tulsa, According to the recorded plat thereof, and Lot One, in Block Ten, in Lynch and Forsythe Addition to the City of Tulsa, According to the recorded plat thereof.

This mortgage is given to indemnify Gum Brothers Company in connection with any loss by reason of the building now being constructed on the above described property, not being completed within a reasonable length of time and against any mechanic's or material men's liens for non-payment of bills incurred by the mortgagor. This mortgage becomes null and void five months after the completion of said building.

Together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in anywise belonging thereto; and the said first parties do hereby warrant the title thereto against all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein and the payment to the said GUM BROTHERS COMPANY, a corporation, its successors and assigns. the principal sum of Twenty five Thousand Dollars, according to the terms and condition of the one promissory note made and executed by said Adolph J. Scherer and Eleonora H. Scherer, bearing even date herewith, and with interest thereon according to the terms of said note, said note maturing on the first day of April 1923.

The said first parties shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property, and any taxes or assessments made upon said loan or the legal holder of said note and mortgage on account of said loan. to whomsoever assessed, including personal taxes, before delinquent, except the mortgage