STATE OF OKTAHOMA County of TUESA

88:

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of October, 1922, personally appeared Adolph J. Scherer and Eleonora H. Scherer, his wife, to me known to be the identical persons 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.

Marie Committee of the Section of the Committee of the Co

· WITNESS my hand and official seal.

My commission expires Jan 12, 1926 (SEAL) C. C. McGilvray, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Oct 9, 1922 at 3:20 o clock P. M. in Book 417, page **4**72

By F. Delman, Deputy

(SEAL)-O. D. Lawson, County Clerk

210742 C. J.

COMPARED MORTGAGE

tax on the within menticise. Let 192 2

WAYNE L. DICKEY, County Treasurer

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ ____ and issued Receipt No. 2 3 // therefor in payment of mortgage Five DOLLARS Edgar R. Pitcher, and Mildred M. FOR THE CONSDIDERATION OF One Hundred Seventy Pitcher, 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:

> Int Twenty Seven, in Bungalow Court Addition to the City of Tulsa, According to the recorded plat thereof.

Subject to a prior mortgage of \$3500.00 to Gum Brothers Company. 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 One Hundred Seventy Five Dollars, according to the terms and conditions of the two promissory notes made and executed by said Edgar R. Pitcher and Mildred M. Pitcher bearing even date herewith, and with interest thereon according to the terms of said notes the last of said notes 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 whomso ever assessed, including personal taxes, before delinquent, except the mortgage registration tax provided by the laws of the State of Oklahoma, which shall be paid by the mortgagee; shall keep said premises free from all judgments, mechanics! liens and all other statutory lien of whatsoever nature; shall pay for expense of extension of abstract and all expenses and attorney's fees incurred by the second party or its assigns by reason of litigation with third parties to protect the lien of this mortgage, and shall pay promptly when due the interest on or principal of any prior mortgages on said premises; shall keep the buildings upon said premises insured against loss by fire, lightning, wind storms, cyclone and tornadoes, and in such other forms of insurance as may be required by said second party or assigns, in an amount satisfactory to said second party or assigns, in insurance companies approved by said second party, delivering all policies and renewal receipts to said second party, its successors and assigns; and upon satisfaction of this mortgage will