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Before me, the undersigned, a Notary Public, in and for said county and state on this 14 day of November 1922, personally appeared Bessie Decraft, a single woman, to me known to be the identical person who executed the within and forcgoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. WIRNESS, My hand and official seal the day and year last above written, Nov. 14, 1922.

H. C. Stumett, Notary Public In and for Coryell Co. Tex.

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 27, 1922 at 11:00 ovelock A.M. in Book 427, page 514

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By P. Delman, Deputy

214879 C.J.

STACE OF TEXAS.

COUNTY OF CORVELL, ss

0. D. Lawson, County Clerk

COMPARED TREASURER'S ENDORSEMENT To some certify that I received  $\$ - 3^{\frac{1}{2}}$  and itsues tan en the with 'n mortgage. Nov 192 2 . WAYNE L. DICKEY, County Treasurer G ......

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My commission extires June 1, 1932.

MORTGAGE /1-24-22 at 345 FOR THE CONSIDERATION OF Seventeen Hundred Fifty 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 cor-

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

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

Subject to a prior mortgage of \$35,000.00 to Gum Frothers 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 GUI BROTHERS COLPANY, a corporation , its successors and assigns, the principal sum of Seventeen Hundred Fifty Dollars, according to the terms and conditions of the four promissory notes made and executed by said Adolph J. Scherer, /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 October, 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 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 lions of whatspever nature; shall pay for expense of extension of abstract and all expenses and attorney's fees incorred by the second party or its assigns by reasp 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 wortgales on usid premises; shall keep the buildings upon said premises insured scainst loss by five, lightning, wind storms, cyclones and tornadoes, and in such other forms of insurance as may be required