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. My commission expires January 28th 1925 (SEAL) A. B. Crews, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 10, 1923 at 4:00 ovelock P. M. in Book 434, page 140 By Brady Brown, Deputy (SEAL) O. G. Weaver, county clerk 218731 C. J. COMPARED

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OKLAHOMA REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 28th day of December in the year TREASUREN'S ENDORSEMENT One Thousand Nine Hundred and Twenty-two, by and between between with No 7142 there is and issued Receipt No. 71472 therefor in payment of mortgage W. J. Albright and Florence M. Albright ( his wife) of tax on the within mortant tax on the within mortgage. Bated this\_IO\_day of Gave 1923 WAYNE L. DICKEY, County Treasurer Tulsa County, Oklahoma, hereinafter mentioned as first party (whether one or more than one), and Leonard & Braniff, a <u>Ce</u> corporation, hereinafter mentioned as second party.

WINNESSETH, the first party has mortgaged and does hereby mortgage to the second marty its successors and assigns, the following described real property and premises situate in Tulsa County, State of Oklahoma, to-wit:

The North One Hundred Seventy Feet (170') of Lot Two (2), in Block Two (2), in Maywood Addition to the City of Tulsa, Oklahoma, as shown by the recorded

plat thereof, now known as No. 1882 East 15th Street.

together with all improvements thereon and appurtenences thereunto belonging or in anywise appertaining, and warrants the title to the same.

This mortgage is given to secure the performance of the covenants hereof and the payment of the principal sum of Eighty-five Hundred and no/100 (38500.00) Dollars, according to the terms and at the times and in the manner provided in one promissory note, made and executed by the first party to the order of the second party herein, bearing even date herewith with interest thereon from the date thereof at the rate of six and one half per centum per annum, payable semi-annually, which interest is evidenced by coupons thereto attached, which principal sum is payable in installments and on the dates as therein specified with the privilege of partial payments prior to maturity in accordance with the stipulations therein.

It is expressly agreed and understood by and between the parties hereto that this mortgage is a first lien upon the said premises and that the first party will pay said principal and interest at the time and in the manner provided in said notes and that the first party will pay all taxes and assessments against said land immediately upon the same becoming due and will not commit or permit any waste upon said premises; that the buildings or other improvements thereof shall be kept in good repair and shall not be destroyed or removed without the consent of the second party or its assigns; and the first party agrees to keep said premises unceasingly insured during the life of this mortgage against fire , lightning, and tornado. for not less than Eighty-five Hundred and no/100 dollars, in form and companies satisfactory to second party or its assigns, and that all policies for such insurance and any insurance now or hereafter written covering said premises shll be immediately after the execution thereof delivered to the second party or its assigns, and all policies covering expired insurance shall be delivered to second party or its assigns at least thirty days before the expiration date of such expiring insurance, all of such policies to have mortgage clause of a form satisfactory to second party or its assigns attached. If the title to said premises be transferred, the second pirty or its assigns is authorized as agent for the first party to assign the insurance to the grentee of the title, without any duty, however, on the second party or its assigns so to do.

It is further understood and agreed that in event any taxes or assessments against said

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