

-434

which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 18th day of January 1923

Archelausa Lester Martin

Flossie M. Martin

STATE OF OKLAHOMA, }
COUNTY OF TULSA } ss:

Before me, the undersigned, a Notary Public in and for said county and state, on this 19th day of January 1923 personally appeared Archelausa Lester Martin and Flossie M. Martin, 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.

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, Jan. 20, 1923 at 11:45 o'clock A.M. in Book 434, page 319

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

219686 C. J. COMPARED

TREASURER'S ENFORCEMENT

I hereby certify that I received \$50.00 and issued Receipt No. 7325 therefor in payment of mortgage tax on the within mortgage.

Dated this 22nd day of Jan 1923

WAYNE L. RICEY, County Treasurer

Deputy

MORTGAGE

FOR THE CONSIDERATION OF Eight Hundred DOLLARS James M. Keys, a single man, of Tulsa County, state of Oklahoma, first party, 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:

Lots One and Two, and Northwest quarter of the Southwest quarter of the Northeast quarter, of Section Five, Township Twenty, North, Range Fourteen, East Indian Meridian, containing 89.31 acres, more or less. Together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in anywise belonging thereto; and the said first party hereby warrants 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 Eight Hundred Dollars, according to the terms and conditions of the one promissory note, made and executed by James M. Keys, party of the first part, bearing even date herewith, with interest thereon, which interest is evidenced by coupon interest notes thereto attached.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal of the interest upon the same during the said time of extension.

FIRST. The said first party 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; shall keep the buildings thereon insured to the satisfaction of said second party for at least -----Dollars, delivering all policies