

219878 C.J.

RELEASE OF MORTGAGE (Individual)

KNOW ALL MEN BY THESE PRESENTS:

That I, Thomas Chestnut hereby acknowledge full settlement and satisfaction of a certain real estate ~~real estate mortgage~~ dated the 15th day of december 1922 for thirteen Hundred and Fifty DOLLARS, and made by Alma R. Southerland, and N. D. Southerland Mortragors, to Thomas Chestnut Mortgagee, and recorded in No. 402 M. R. , page 165 County, Oklahoma, on the following described lands to-wit:

All of Lot Four (4) in Block Two (2); Edgewood drive Addition to the City of Tulsa, Oklahoma,

Given under my hand this 23rd day of January 1923.

Thomas Chestnut

STATE OF OKLAHOMA , }
TULSA COUNTY } ss.

Before me, the undersigned, a Notary Public in and for said county and on this 23rd day of January 1923, personally appeared Thomas Chestnut to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein setforth.

My commission expires March 31, 1925

(SEAL) A. D. Blackard, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 23, 1923 at 3:10 o'clock P. M. in Book 434, page 270

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

219885 C.J. COMPARED

M O R T G A G E

TREASURER'S ENDORSEMENT

I hereby certify that I received \$124 and issued
Deed No. 7372 in payment of mortgage
on the within mortgage.

Dated this 22 day of Jan. 1923

WAYNE L. DICKEY, County Treasurer

Deputy

FOR THE CONSIDERATION OF One Hundred Seventy five DOLLARS William H. McClarin and Nina I. McClarin, 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:

Lot Two, in Block four, in Burgess Hill 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 one promissory note made and executed by said William H. McClarin and Nina I. McClarin bearing even date herewith, and with interest thereon according to the terms of said note --- said note maturing on the first day of May 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, in 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 liens of whatsoever nature; shall pay for expense of extension of abstract and all expenses and attorney's fees