~434

-41

en.ene

1.

expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

where we preserve a straight in a simple company and a subscription in the second program in the second program

Dated this 29th day of January 1923.

Dudley W. Dickson Florence C. Dickson

STARE OF OKLAHOMA SS. County of Tulsa

Before me, the undersigned , a Notary Public in and for said County and State on This 29th day of January 1923, personally appeared Dudley W. Dickson and Florence C. Dickson, 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.

WISNESS my hand and official seal.

My commission expires January 2, 1927 (SEAL) Nora Taliaferro, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 30, 1923 at 3:20 o'clock p. M. in Book 434, page 481

II ORTGAGE

By Brady Brown, Deputy

220529 C.J. COMPARED

TREASURER'S ENDORSEMEN I hereby certify that I received \$ <u>044</u> and insucd mist No. <u>7572</u> therefor in payment of mortgage wayne L. Dickey, County Treasurer to the within mortgage.

AA Deputy

(SEAL) 0. G. Weaver, Count: Clerk

FOR THE CONSIDERATION OF Two Hundred Sixty DOLLARS Byron Post and Helen E. Post, his wife, of Thisa county, State of Oklahoma, first parties do hereby mortgage and convey to GUM BROTHERS COMPANY, a corporation, of Oklahoma, second party, its successors and

assigns, the following real estate, situated in Tulsa County, State of Oklahoma, described as follows to-wit:

Lots Twenty-two and Twenty-three, in Block Ten in Park Hill Addition to the City of Tulsa, According to the recorded plat thereof.

Subject to a prior mortgage of \$3200.00 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 nortgage is given as security for the performance of the covenants herein, and the payment to the said GUM BROTHE RS COMPANY , a corporation, its successors and assigns, the principal sum of Two Hundred Sixty Dollars, according to the terms and conditions of the two promissory notes made and executed by said Byron Fost and Helen E. Post 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 August 1923. 1 Sugar

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 whomspeyer 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 mortgage; shall keep said premises free from all judgments, mechanics' liens and all other statutory liens of whatscever 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, cyclones and tornadoes, and in such other