

and state on this 1st day of February 1923, personally appeared S. R. LEWIS and ELIZABETH B. LEWIS, husband and 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.

Given under my hand and seal the day and year last above written.

My commission expires Sept. 18, 1924

(SEAL) Chas W. Wortman, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma Feb. 3, 1923 at 11:20 o'clock A. M. in

Book 434, page 533

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

220883 C. J.

M O R T G A G E

COMPARED

TREASURER'S RECEIPT
I hereby certify that I received \$ 10 and issued
No. 7528 in payment of mortgage
tax on the within mortgage.
Dated this 3 day of Feb 1923
WAYNE L. DICKEY, County Treasurer
RW
Deputy

FOR THE CONSIDERATION OF One Hundred Twenty-five
DOLLARS Mabel C. Summers and Carrie E. Summers, single
woman, 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 Five in Block One, In Burgess Hill Addition to the City of Tulsa,

According to the recorded plat thereof.

Subject to a prior mortgage of \$2000.00 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 Twenty-five dollars, according to the terms and conditions of
the two promissory notes made and executed by said Mabel C. Summers and Carrie E. Summers bear-
ing even date herewith, and with interest thereon according to the terms of said notes, the
last said notes maturing on the first day of August, 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 liens of whatsoever 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 forms of insurance as
may be required by said second party or assigns, in an amount satisfactory to said second party
or assigns, in insurance companies approved by said second party, delivering all policies and
renewal receipts to said second party, its successors and assigns; and upon satisfaction of this
mortgage will accept from the mortgagee a duly executed release of the same, have it recorded,
and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt
secured hereby to at once become due and collectible, if said second party or assigns so elect,
and no demand for fulfillment of conditions broken, nor notice of election to consider the debt