

day of May A.D. 1923, personally appeared Hugh Gary and Anna Belle Gary 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 the day and year above set forth.

(Seal)

O. V. Baker, Notary Public.

My commission expires July 3, 1924.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 14, 1923, at 9:00 o'clock A.M. and recorded in Book 435, Page 365.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

230395 C.M.J.

FIRST MORTGAGE.

I hereby certify that I received \$350.00 and have Receipt No. 9461 therefor in payment of mortgage tax on the within mortgage.

Dated this 4 day of May 1923
WAYNE L. DICKLY, County Treasurer

STATE OF OKLAHOMA, County of Tulsa.

This Indenture Made the 12th day of May, A.D. 1923

between Hugh Gary and Anna Belle Gary (husband and wife) of Tulsa of the County and State aforesaid,

as parties of the first part, and THE GEORGIA STATE SAVINGS ASSOCIATION OF SAVANNAH, a corporation duly chartered under the laws of the State of Georgia, and having its principal office and place of business in the City of Savannah, Chatham County, Georgia, as party of the second part.

WITNESSETH, That the said parties of the first part have mortgaged and hereby mortgage to the said second party, its successors and assigns, the following described real estate and premises, situate in the County of Tulsa State of Oklahoma, to-wit:

The East Forty-nine (49) feet of Lot number Ten (10) Block Four (4) in the Midway Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the Recorded plat thereof;

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure a loan of Thirty-five Hundred (\$3500.00) Dollars this day made by said party of the second part to said parties of the first part, evidenced by the note and contract or obligation of said Hugh Gary and Anna Belle Gary of even date herewith, conditioned to pay said Association on or before the last business day of each and every month until sixty (60) monthly payments have fallen due and been paid, the sum of Seventy-two and 87/100 (\$72.87) Dollars (which is made up of the sum of Fifty-eight and 31/100 (\$58.31) Dollars as installments of principal and Fourteen and 56/100 (\$14.56 as installments of interest upon said loan), and to secure all other covenants and conditions in said note and contract set forth, reference to the same being hereby expressly made.

It is expressly agreed and understood by and between the said parties that this mortgage is a first lien upon said premises, that the said parties of the first part will pay the said installments of principal and interest when the same fall due and at the place and in the manner provided in said note and contract, and will pay all taxes and assessments against said land and premises when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire or storms in the sums respectively set out in said note and contract, in form and companies satisfactory to second party, with loss under said policies payable to said second party, and that all policies and renewals of same shall be delivered to said second party. If the title to said premises be transferred, said second party is authorized as

party.