

In construing this mortgage the word "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 15th day of June, 1923.

Elizabeth Evans Mitchell
J. H. Mitchell

COMPARED

STATE OF OKLAHOMA, }
County of Tulsa. } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of June, 1923, personally appeared Elizabeth Evans Mitchell and J. H. Mitchell her husband, 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.

My commission expires March 5, 1927. (Seal) J. C. Willing, Notary

Filed for record in Tulsa, Tulsa County, Oklahoma, June 15, 1923, at 11:15 o'clock A.M. and recorded in Book 435, Page 487

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

233365 C.M.J.

OKLAHOMA MORTGAGE.

COMPARED

I hereby certify that I received \$800 and issued Receipt No. 233365 therefor in payment of mortgage tax on the within mortgage.

Dated this 16 day of June 1923
WAYNE L. DICKLEY, County Treasurer

Deputy

THIS INDENTURE, Made this 8th day of May in the year of our Lord, One Thousand nine hundred and Twenty-Three between Lois Alleen Aubrey, nee Weaver a widow of Creek County, Oklahoma, of the first part and the OKLAHOMA FARM MORTGAGE COMPANY, a corporation of Oklahoma City, Oklahoma, of the second part.

WITNESSETH, That the said party of the first part has mortgage to party of the second part, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Northeast Quarter of Northeast Quarter and North Half of Southeast Quarter of Northeast Quarter of Section Thirty-two (32) and Southeast Quarter of Southeast Quarter of Section Twenty-Nine (29) and Southwest Quarter of Southeast Quarter and South Half of Northwest Quarter of Southeast Quarter of Section (19) North, Range Ten (10) East

of the Indian Meridian, containing 160 acres, more or less, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This Mortgage is given to secure the sum of Eight Hundred Dollars, with interest thereon at the rate of six per cent per annum, from May 20, 1923, payable annually, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, with coupons for such interest thereto attached, and payable to the order of the mortgagee herein, on date therein specified, (or in partial payments prior to maturity in accordance with the stipulations therein) signed by first party.

It is Expressly Agreed and Understood by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at the time when the same fall due and at the place and in the manner provided in said note and will pay all taxes and assessments against said land 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 the consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than no Dollars, in form and companies satisfactory to said second party, and

435