

same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires January 28th, 1925 (SEAL) A. B. Crews-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, May 16, 1923 at 4:25 O'clock P.M. and recorded in Book 441 Page 605

230693-ACM **COMPARED** REAL ESTATE MORTGAGE
KNOW ALL MEN BY THESE PRESENTS That W. R. NEWMAN AND
AGNES A. NEWMAN his wife of Tulsa County, in the State
of Oklahoma parties of the first part, hereby mortgage
to Julius Kahn of Tulsa, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-eight (28) in Block Two (2), in Carbondale
Tulsa County, Oklahoma, according to the recorded plat
thereof;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of One THOUSAND AND NO/100 Dollars, with interest thereon at the rate of 8 per centum per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows to-wit:

One promissory note, dated May 6th, 1923, in the sum of \$1000.00
bearing interest at the rate of 8 per cent per annum, payable
semi-annually, due three years after date; said note being signed
by the said W. R. Newman and Agnes A. Newman, his wife, in favor
of Julius Kahn;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

Second:- If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD:- Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay any tax, assessments or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$1800.00 as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagors shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges, and liens, and said mortgagors agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from date of such advancement and this mortgage shall be a further lien

I hereby certify that I received \$1,000.00 and is
Receipt No. 9523 therefor in payment of mortgage
tax on the within mortgage.

Dated this 16 day of May 1923
WAYNE L. DORSEY, County Treasurer