

husband, to me personally 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 signature and official seal, the day and year last above written.

My commission expires March 31, 1926. (SEAL) Iva Latta, Notary Public.

Filed for record in the office of the County Clerk, Tulsa County, Oklahoma, on the 3rd. day of March, 1923, at the hour of 9:30 o'clock A.M. and duly recorded in Book 441, at page 66.

BRADY BROWN, Deputy (SEAL) O. J. WEAVER, County Clerk;

No. 223373
N.R.S.

M O R T G A G E

THIS MORTGAGE WAS FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK, TULSA COUNTY, OKLAHOMA, ON THE 3RD DAY OF MARCH, 1923, AT THE HOUR OF 9:30 O'CLOCK A.M. AND DULY RECORDED IN BOOK 441, AT PAGE 66.

For the consideration of Five Hundred Dollars Albert L. Beekly and Carmelita Beekly his wife, 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 Six, in Sunset Park Addition to the City of Tulsa, according to the recorded plat thereof.

Subject to a prior mortgage of \$10,000.00 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 parties do hereby warrant the title thereto against all persons whomsoever.

The 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 Five Hundred Dollars according to the terms and conditions of the two promissory notes made and executed by said Albert L. Beekly and Carmelita Beekly, 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 September, 1924.

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, mechanic's 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 any 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