

442 on this 5th day of March, 1923 personally appeared Walter H. Allen and Anna Allen to me known to be the identical person who signed the within and foregoing instrument and who acknowledged to me that they executed the same as their own 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.

My commission expires Jan. 12, 1926

(SEAL) C.C. McGilvray, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mo. 7, 1923 at 1:40 o'clock P. M. in Book 442, page 338

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

223724 C.J.

M O R T G A G E

COMPARED

RECEIVED  
I hereby certify that I received \$100.00 from the  
Estate of the within mortgagee.  
Dated this 7th day of March 1923

WAYNE L. DICKEY, County Treasurer

Deputy

FOR THE CONSIDERATION OF One Hundred seventy-five DOLLARS Della Lee White, a widow, and Charles E. Moon and Mamie Lee Moon, 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:

Lots Nine and Ten, and the South 10 feet of Lot Eight, in Block Seven, in Block Seven in Park Hill Addition to the City of Tulsa, According to the recorded plat thereof,

Subject to a prior mortgage of \$3500.00 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 Seventy-five dollars, according to the terms and conditions of the two promissory notes made and executed by said Della Lee White, Charles E. Moon and Mamie Lee Moon 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 July 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