

County, State of Oklahoma, containing five (5) acres, more or less, according to the Government survey thereof;

said mortgage to remain in full force and effect and to constitute a first and paramount encumbrance on all of the remainder of the real estate therein described.

Witness my hand on this 7th day of May, A.D. 1924.

Joseph Komma,

ACKNOWLEDGEMENT.

State of Kansas)
Sedgewick County) SS Before me, T. V. McCluggage, a Notary Public, in and for said County and State, on this 7th day of May, A.D. 1924, personally appeared Joseph Komma, to me known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes thereinset forth.

(SEAL) T. V. McCluggage, Notary Public.

My commission expires March 18th, 1927.

Filed for record in Tulsa County, Okla. on May 13, 1924, at 3:15 P.M. recorded in book 449, page 198, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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OKLAHOMA REAL ESTATE MORTGAGE.

This indenture, made this 17th day of April, in the year one thousand nine hundred and twenty four, by and between Frank S. Kelly, and Carolyn M. Kelly, his wife, of Tulsa County, Oklahoma, hereinafter mentioned as first party, (whether one or more) and Leonard & Braniff, a corporation, hereinafter mentioned as second party.

Witnesseth, the first party has mortgaged and does hereby mortgage to the second party its successors and assigns, the following described real property and premises, situate in Tulsa County, State of Oklahoma, to-wit:

Lot one (1) and the north ten (10) feet of lot two (2) in block three (3) Bliss addition to the City of Tulsa, as shown by the recorded plat thereof; Premises now being known as 902 South Denver Avenue, 304 West 9th Street, and 306 West Ninth Street;

Together with all improvements thereon and appurtenances thereunto belonging or in anywise appertaining, and warrant the title to the same.

This mortgage is given to secure the performance of the covenants hereof and the payment of the principal, sum of five thousand dollars (\$5000.00) according to the terms and in the manner provided in one promissory note made and executed by the first party to the order of the second party herein, bearing even date herewith, with interest thereon from the date thereof at the rate of six per centum per annum, payable semi-annually, which interest is evidenced by coupons thereto attached, which principal sum is payable in installments and on the dates as therein specified with the privilege of partial payments prior to maturity in accordance with the stipulations therein.

It is expressly agreed and understood by and between the parties hereto that this mortgage is a first lien upon the said premises and that the first party will pay said principal and interest at the time and in the manner provided in said notes and that the first party will pay all taxes and assessments against said land immediately upon the same becoming due and will not commit or permit any waste upon said premises; that the buildings or other improvements thereof shall be kept in good repair and shall not be destroyed