

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

Witness my hand and official seal the day and year last above written.

My commission expires, Jan. 12, 1927

(SEAL) Blanche R. Chapman, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 9, 1923 at 4:35 o'clock P. M. in Book 450, page 368

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

230055 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$3.00 and issued Receipt No. 9402 therefor in payment of mortgage tax on the within mortgage.

Dated this 10 day of May 1923

WAYNE L. DICKLEY, County Treasurer

Deputy

OKLAHOMA FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That O. R. Smith and wife, Annie Smith of Tulsa County, State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to John C. Palmer party of the second part, the following des-

cribed real estate and premises, situated in Tulsa County State of Oklahoma, to-wit:

Lots One (1) and Two (2), Block Ten (10) Owen's Addition to the city of Tulsa,

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of FIVE THOUSAND Dollars, due and payable on the 27th day of April, 1926, with interest thereon at the rate of 8 per cent, per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by One certain promissory note of even date herewith, given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of FIVE THOUSAND Dollars, with Six coupon notes attached, evidencing said interest, one coupon being for Two Hundred Dollars, and five coupons being for Two Hundred Dollars each.

All sums secured by this mortgage shall be paid at the office of C. D. Coggeshall & Co., in Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

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 times 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 the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire and storm for not less than Five Thousand DOLLARS, in form and companies satisfactory to said second party or his representative, and that all policies and renewals of same shall be delivered to said second party or his representative.

Parties of the first part and their heirs, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors and assigns, and will forever defend the aforesaid premises against the lawful claims and demands of all persons.

IT IS FURTHER AGREED AND UNDERSTOOD that the said second party may pay any taxes and assessments levied against said premises or any other sum necessary to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party with ten per cent. interest, and that every such payment is secured hereby,