

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 16th day of May, 1923.

Barata Myers

STATE OF OKLAHOMA, }
TULSA COUNTY } SS. Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of May, 1923, personally appeared Barata Myers, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires June 3rd 1924

(SEAL)

C. R. Hunter, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 23, 1923 at 11:00 O'clock A. M. in Book 450, page 524

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

231342 C.J.

OKLAHOMA REAL ESTATE MORTGAGE

COMPARED

I hereby certify that I received \$276 and issued Receipt No. 2657 therefor in payment of mortgage on the within mortgage.

Dated the 22 day of May, 1923

WAYNE L. DICKNEY, County Treasurer

W. L. Dickney
Deputy

KNOW ALL MEN BY THESE PRESENTS: That A. G. Baker and Ruth Baker, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to C. E. Lahman, 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 Ten (10) in Block Nineteen (19) Burgess Hill Addition to the

City of Tulsa, 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 Forty-six Hundred Forty & No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable from maturity according to the terms of 47 certain promissory notes described as follows to-wit:

Forty-six (46) promissory notes dated July 1, 1921, in favor of C. E. Lahman, for \$80.00 each, with 10 per cent interest from maturity, the first note due and payable October 1st, 1922, and one note on the first each month thereafter until all of said notes are paid; and one (1) note, dated July 1, 1921, for \$960.00, due July 1, 1926, with interest at the rate of 10 percent from maturity, all of said notes signed by the said A. G. Baker and Ruth Baker, his wife;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except Mortgage for \$3000.00 or shown of record 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 notes 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, assessment or charge that may be levied, assessed against or re-