

COMPAKED

and State on this 28th day of June, 1923, personally appeared A. J. Kriete, to me known to be the identical person who signed the within and foregoing instrument and who acknowledged to me that he executed the same as his 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.

(SEAL) O. L. Sunderwirth, Notary Public.

My commission expires November 6th, 1923.

Filed for record in Tulsa County, Okla. on June 30, 1923, at 11:45 A.M. and duly recorded in book 455, page 504, By Brady Brown, Deputy,

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

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## MORTGAGE.

For the consideration of one hundred seventy five dollars David Tinney and Willie Tinney, 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 fifteen and sixteen, in Block fourteen, 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 payments 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 David Tinney and Willie Tinney, 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 January, 1924.

The said first parties shall not commit nor 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 mortgage 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