

name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and considerations therein expressed.

Given under my hand and seal of office this 15th day of May A.D., 1923

My commission expires September 19th, 1925 (SEAL) Nettie A. Cline-Notary Public
Tulsa County, Oklahoma

Filed for record at Tulsa, Tulsa County, Oklahoma, May 23, 1923 at 2:20 o'clock P.M. and recorded in Book 457 Page 33

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

231371-ACM

MORTGAGE

STATE OF OKLAHOMA,)
County of TULSA)

COMPARED

I hereby certify that I received \$28⁰⁰/₁₀₀ and from receipt No. 7666 therefor in payment of mortgage on the within mortgage.
Dated this 23 day of May 1923
W. A. DICKET, County Treasurer

THIS INDENTURE Made the 23rd day of May A.D., 1923 between Myrtle A. Earns and Harry A. Earns (husband and wife) of Tulsa, of the County and State aforesaid, as parties of the first part, and THE GEORGIA STATE SAVINGS ASSOCIATION OF SAVANNAH, a corporation duly chartered under the laws of the State of Georgia, and having its principal office and place of business in the City of Savannah, Chatham County, Georgia, as party of the second part.

WITNESSETH, That the said parties of the first part have mortgaged and hereby mortgage to the said second party, its successors and assigns, the following described real estate and premises, situate in the County of Tulsa, State of Oklahoma, to-wit:

Lot number Nine (9) in Block One (1) in Earns Addition
to the City of Tulsa, Tulsa County, Oklahoma, as shown
on the amended plat of said Addition;

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

This mortgage is given to secure a loan of Twenty-eight Thousand (\$28,000.00) Dollars, this day made by said party of the second part to the said parties of the first part, evidenced by the note and contract or obligation of said Myrtle A. Earns and Harry A. Earns of even date herewith, conditioned to pay said Association on or before the last business day of each and every month until eighty-four (84) monthly payments have fallen due and been paid, the sum of Four Hundred and Forty-nine and 68/100 (\$449.68) Dollars (which is made up of the sum of Three Hundred and Thirty-three and 20/100 Dollars (\$333.20) as installments of principal, and One Hundred and Sixteen and 48/100 (\$116.48) Dollars as installment of interest upon said loan), and to secure all other covenants and conditions in said note and contract set forth, reference to the same being hereby expressly made.

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 said parties of the first part will pay the said installments of principal and interest when the same fall due and at the place and in the manner provided in said note and contract, and will pay all taxes and assessments against said land and premises 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 consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire or storms in the sums respectively set out in said note and contract, in form and companies satisfactory to second party, with loss under said policies payable to said second party, and that all policies and renewals of same shall be delivered to said second party. If the title to said premises be transferred, said second party is authorized as agent of