

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned.

My commission expires on the 16th day of January 1927 (SEAL) Beulah McAllister-Notary Public  
Filed for record at Tulsa, Tulsa County, Oklahoma, June 20, 1923 at 2:30 o'clock P.M. and  
recorded in Book 457 Page 363

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

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COMPARED

233739-ACM

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That Roy W. Basham and Jane E. Basham, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to Julius Kahn of Tulsa, Oklahoma, a corporation duly organized and doing business under and by virtue of the statutes of the State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Number Ten (10) Block Number Two (2) Carbondale, 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 One Thousand (\$1000.00) Dollars, with interest thereon at the rate of 8 per centum per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows to-wit:

One certain promissory note dated June 12th 1923, and due  
Three Years from date.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except oil and gas lease as 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 mortgagor shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note, 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 required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness, and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;

And will also keep all buildings erected and to be erected upon said lands, insured, against loss and damage by tornado and fire with insurance approved by the mortgagee herein in the sum of \$1000.00 as a further security for said debt, and assign and deliver to the mortgagee all insurance upon said property to be by it collected, as its interest may appear. In case said mortgagor shall fail to pay any such taxes, assessments, charges, labor or material liens or insurance, then the holder of this mortgage and the debt secured hereby may pay said taxes, assessments, insurance, charges, and liens, and said mortgagor agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten

TREASURER'S ENDORSEMENT

I hereby certify that I received \$600 and issued Receipt No. 10175 therefor in payment of mortgage on the within mortgage.

Dated this 20 day of June 1923

WAYNE L. DOWDY, County Treasurer

Deputy