

Dr. T. A. Penney, Forrest C. Welch and Tulsa Realty Investment Company their heirs, successors and assigns forever, in so far as same covers the said lot twenty three (23) block two (2) Harvard Heights addition to the City of Tulsa, Oklahoma, and no further.

Witness my hand this 18 day of August, 1923.

E. M. Niles .

State of Oklahoma }
Tulsa County } SS Before me, the undersigned, a Notary Public, in and for said County and state, on this 18 day of August, 1923, personally appeared E. M. Niles, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) Forrest C. Welch, Notary Public.

My commission expires Dec. 11, 1923.

Filed for record in Tulsa, Okla. on Aug. 21, 1923, at 4:20 P.M. and duly recorded in book 467, page 337, By Brady Brown, Deputy.

(SEAL) O.C. Weaver, County Clerk's ENDORSEMENT

I hereby certify that I received \$1 1/6 and issued Receipt No. 11207 therefor in payment of mortgage tax on the within mortgage.

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COMPARED

MORTGAGE.

Dated this 21 day of Aug. 1923
W. W. Stackey, County Treasurer

For the consideration of four hundred twenty dollars, Thomas R. Lytle and Laura Lytle, 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:

Southwest quarter of Section two, township eighteen north,
range thirteen east of the Indian Meridian, containing
160 acres, more or less. Subject to a prior mortgage of
\$6,000.00 to the Aetna Life Insurance 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 payment to the said Gum Brothers Company, a corporation, its successors and assigns, the principal sum of four hundred twenty dollars, according to the terms and conditions of the two promissory notes made and executed by said Thomas R. Lytle and Laura J. Lytle bearing date herewith, and the interest thereon according to the terms of the said notes the last of said notes maturing on the 1st day of September, 1925.

The said first parties shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property, and any taxes or assessments made upon the said loan or 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 mortgages on said premises; shall keep the buildings upon said premises insured against loss by fire, lightning, wind storms,

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