

State of Oklahoma)

County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 28 day of October, 1923, personally appeared Ella Wilcox and H. H. Wilcox, her husband, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Oct. 28, 1925.

Witness my hand and notarial seal the day and year above set forth.

(SEAL) A. C. Wise, Notary Public,

in and for Tulsa County Oklahoma.

Filed for record in Tulsa County Okla. on Nov. 16, 1923, at 4:15 P.M. recorded in book 474, page 391, Brady Brown, Deputy.

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

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued Receipt No. 2479 there on in payment of mortgage tax on the within mortgage.

Dated this 17 day of Nov., 1923

244651 - BH

COMPARED

OKLAHOMA FIRST MORTGAGE.

Know all men by these presents: That Mary K. Callender, (nee Orr) a widow, of Tulsa County,

State of Oklahoma, party of the first part, has mortgaged and hereby mortgages to Marie H. Calvert, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: north seventy five (75) of lot seven (7) Block three (3) in North Tulsa to the City of Tulsa, This mortgage is given subject to two certain mortgages bearing date of November 3, 1923, in favor of the Inter State Mortgage Trust Company, totaling the sum of twenty seven hundred fifty dollars, (\$2750/00) with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of five hundred dollars, due and payable on the 3rd day of November, 1924, with interest thereon at the rate of 10 per cent per annum, payable semi-annually from date according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof and payable to the order of the mortgagee herein, and being for the principal sum of five hundred dollars, with two coupon notes attached, evidencing said interest, one coupon ^{being} for twenty five dollars and one coupon being for twenty five dollars each.

All sums secured by this mortgage shall be paid at the office of C. D. Coggeshall & Co., in Tulsa Oklahoma, unless otherwise specified in the note and coupons.

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 party of the first part will pay said principal and interest at the times when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land 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 the consent of the second party, and shall be kept insured for the benefit of the second party or its assigns, against loss by fire and storm for not less than thirty five hundred dollars, in form and companies satisfactory to said second party or his representatives, and that all policies and renewals of same shall be delivered to said second party or his representative.

Party of the first part and her heirs, executors, administrators and assigns, will warrant the quiet enjoyment of the aforesaid premises to the said party of the second part, his heirs, executors and assigns, and will forever defend the aforesaid premises against