

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Kate Brim

STATE OF OKLAHOMA, Tulsa County, ss.

H. N. Brim

Before me, a Notary Public in and for said County and State, on this - - day of --- 192- personally appeared Kate Brim & H. N. Brim, her husband to me known to be the identical persons who executed the within and 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 January 5, 1926. (Seal)

R. W. Lee, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, September 25, 1923, at 9:00 o'clock A.M. and recorded in Book 479, Page 96.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

-n-

240767 C.M.J.

TREASURER'S ENDORSEMENT REAL ESTATE MORTGAGE.

COMPARED

I hereby certify that I received \$126 and issued Receipt No. 11652 there on in payment of mortgage tax on the within mortgage.

THIS INDENTURE, Made this 1st day of August A.D.

1923, by and between Chas. H. Behm and wife Bertha

F. Behm of Tulsa County, State of Oklahoma, of

the first part, and R. W. Lee, Notary Public of the second part,

WITNESSETH: That the said parties of the first part, in consideration of the sum of Twenty-two Hundred Fifty and 65/100 Dollars, to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part his heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

All of Lot Seventeen(17) in Block One (1) of Boswell Addition to the city of Tulsa, Okla., according to the recorded plat thereof, with the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said party of the first part does hereby covenant and agree that at the deliver hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except first mortgage in the sum of \$2800 in favor of the Home Building and Loan Association and special assessments hereafter to mature.

This grant is intended as a mortgage to secure the payment of the sum of Two Thousand Two Hundred Fifty and 65/100 Dollars, according to the terms of 36 certain promissory notes, this day executed and delivered by the said parties of the first part to the said party of the second part, described as follows, to-wit:

Thirty-five notes each for the sum of \$44.96 the first of which matures on the 1st day of September, 1923 and one note on the 1st day of each and every month thereafter until all of said notes are paid; and one note for the sum of \$1081.36 maturing August 1, 1926. All said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month, such interest being included in the face of each note.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$5,000 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it become due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance