

State of Oklahoma }
County of Tulsa } SS

COMPARED

This indenture, made the 26th day of September, A.D. 1923, between Tulsa Realty Investment Company, a corporation of Tulsa, Oklahoma, as party 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: Whereas, said party of the first part, on December 29, 1922, executed and delivered to said party of the second part, a mortgage covering lot number three (3) in Broadmoor Heights addition to the City of Tulsa, Tulsa County, Oklahoma, for the purpose of securing a loan of ten thousand (\$10,000.00) dollars, evidenced by the note and contract or obligation of said Tulsa Realty Investment Company, of even date therewith, conditioned to pay said Association, on or before ^{the} last business day of each and every month until, sixty (60) monthly payments have fallen due and been paid, the sum of two hundred eight and 20/100 (\$208.20) dollars, and of securing all other covenants and conditions in said note and contract set forth, reference to the same being hereby expressly made, which said mortgage is recorded in the office of the Clerk of the County Clerk of Tulsa County, Oklahoma, in record book 432, page 87, reference to said mortgage and the record thereof being hereby expressly made, and

Whereas, said party of the first part desires that said Association release and quit-claim to it, its successors and assigns, the westerly three (3) feet of the easterly seventy six (76) feet of the above described lot, and in consideration of said release has agreed to substantiate therefor a strip of land three (3) feet wide hereinafter described, as additional security.

Now, therefore, this indenture, witnesseth, that said party of the first part, as well in consideration of the premises as for and in consideration of the sum of one (\$1.00) dollar to it in hand paid by the said party of the second part; at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has mortgaged and hereby mortgages to the said party of the second part, its successors and assigns; in addition to the unreleased portion of the abovescribed lot, the western three (3) feet of lot number four (4) in Broadmoor Heights addition to the City of Tulsa, Tulsa County, Oklahoma,

It is expressly agreed and understood by and between the said parties that this mortgage is a first lien upon said premises, that the said party 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 is transferred, said second party is authorized as agent of the first party to assign the insurance to the grantee of the title.

It is further agreed and understood that said second party may pay any taxes and assessments levied against said premises or any part thereof or any other sum necessary to preserve the priority of the lien of this mortgage, and to protect the rights of such party or its assigns, including insurance upon buildings, and recover the same from the first party, with ten per cent interest, and that any such payment shall be secured hereby the same