

State, commissioned and acting, on this 15th day of September, 1924, personally appeared J. R. Allen, 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) My commission expires Dec. 29, 1927.

Hazel M. Cassingham, Notary Public,  
in and for Tulsa County, Oklahoma.

Filed for record in Tulsa County, Tulsa, Oklahoma on Sept. 22nd, 1924 at 3:20 P. M. o'clock  
recorded in Book 496, page 288.  
By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk.

267942-CV TREASURER'S ENDORSEMENT

OKLAHOMA REAL ESTATE MORTGAGE.

I hereby certify that I received \$20 and issued  
16623 thereon in payment of mortgage

on the within mortgage.  
22 day of Sept 1924  
W. W. [Signature] County Treasurer  
[Signature] Deputy

KNOW ALL MEN BY THESE PRESENTS: That Jettie Chitwood and Dan F. Chitwood, her husband, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage to B. F. Alexander party of the second part, the following described real estate and premises situated in Tulsa County

State of Oklahoma, to-wit: The North Eighty-seven and one-half (87½) feet of Lot Six (6) in Block Seven (7) in Vern Subdivision to the City of Tulsa, according to the amended plat thereof; 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 One Hundred Seventy-five & No/100 Dollars, with interest thereon at the rate of 10 per centum per annum, payable from date according to the terms of one certain promissory note described as follows; to-wit: One note dated September 9, 1924, in the sum of \$175.00 due ninety days; after date with interest thereon at the rate of ten percent per annum from date until paid; said note signed by the said Jettie Chitwood and Dan F. Chitwood, her husband, in favor of the said B. F. Alexander;

FIRST, The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, 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 mortgagors 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 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 mortgage herein in the sum of \$ 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 mortgagors 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 thereby may pay said taxes, assessments, insurance, charges and liens, and said mortgagors agree to repay upon demand the full amount of said advances with interest thereon at the rate of ten per cent per annum from the date of such advancement and this mortgage shall be a further

COMPARED BY  
[Signature] and  
[Signature]