

STATE OF OKLAHOMA, }
TULSA COUNTY. } SS.

Before me a Notary Public in and for said County and State on this 28th day of November, 1924, personally appeared W. O. Dickenson, to me known to be the identical persons who executed the above 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.

My commission expires Nov. 9, 1926.

(Seal) Jay A. Balcom, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Dec. 3, 1924 at 10: A. M. o'clock

Recorded in Book 499, page 334.

By Brady Brown, Deputy.

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

#273279-CW.

M O R T G A G E

FOR THE CONSIDERATION OF Forty Five hundred Fifty and No/100 (\$4550.00) Dollars, M. J. Heald and Jean C. Heald, his wife, of Tulsa County, State of Oklahoma, first parties, do hereby mortgage and convey to Exchange Trust Company, a Corporation, of Tulsa, Oklahoma, second party, its successors and assigns, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The East Seventy (70) feet of Lot Eight (8) in Block Three (3) in Maple Heights Addition to the City of Tulsa, according to the recorded plat thereof. (this mortgage is subject only to a first mortgage in favor of Gum Brothers in the original sum of \$9000.00, upon which reductions have been made.)

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 Exchange Trust Company a Corporation, its successors and assigns, of the principal sum of Forty-five hundred Fifty and No/100 (\$4550.00) Dollars, according to the terms and conditions of one promissory note made and executed by said M. J. Heald and Jean C. Heald, his wife, bearing even date herewith, and with interest thereon at the rate of eight (8%) per cent from date until maturity, if not paid at maturity to bear interest at the rate of ten per cent (10%) until paid, said note maturing on the 1st day of February, 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 said loan or the 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, cyclones and tornadoes, and in such other forms of insurance as may be required by said second party or assigns, in an amount satisfactory to said second party or assigns, in insurance companies approved by said second party, delivering all policies and renewal receipts to said second party, its successors and assigns; and upon satisfaction of this

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COMPARED BY
CS and JH