

on this 2nd day of August 1909, personally appeared Gustavus D. Pierce, a single man, and 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.

Beulah A. Hull, Notary Public.

(SEAL) My commission expires June 7th, 1913.

Filed for record at Tulsa, Okla., Aug. 4, 1909, at 8 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

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#### M O R T G A G E.

THIS INDENTURE, Made this 31st, day of July 1909, by and between Ratcliff- Sanders Grocer Company, a corporation of Craig County, State of Oklahoma, of the first part, and George W. Clark of Craig County, State of Oklahoma, of the second part.

WITNESSETH: That the said party of the first part in consideration of the sum of Twenty Thousand (\$20,000.00) Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part his heirs and assigns, all of the following described real estate situated in the County of Tulsa, and State of Oklahoma, to-wit:

. Beginning at a point Six and 9/10 feet South of the Northeast corner of Lot Two (2) in Block Seventy Five (75), thence in a Westerly Direction in a straight line to a point on the North line of said Lot Fifty (50) feet from the Northwest corner thereof; thence West to the Northwest corner of said Lot Two (2); thence in a Southerly direction on the West Line of said lot and Lot Three (3) in said Block to the Southwest corner of said Lot Three (3); thence in an Easterly direction on the South line of said Lot Three (3) to the Southeast corner thereof; thence in a Northerly direction to the place of beginning; being all of said Lot Three (3) and all that portion of said Lot Two (2) within the above description, all in the City of Tulsa, State of Oklahoma.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever, and warrant the title to the same.

The said party of the first part hereby covenants with the said party of the second part that it will pay all taxes and assessments chargeable against said premises, and all premiums for insurance on the buildings thereon, before the same become delinquent, and that it will keep and ~~all~~ buildings and other improvements now on said premises or hereafter put thereon in good condition and repair, and will do no act by which the value of said premises may be impaired. That it will, until the conditions of this indenture hereinafter set forth is fully satisfied, keep any and all buildings on said premises insured in at least the sum of Twenty Thousand (\$20,000) Dollars in one or more responsible insurance companies to be approved by the party of the second part or his assigns with loss, if any, payable to the party of the second part, or his assigns, as his or their interest may appear, and will deliver the policy or policies of insurance to the said party of the second part; and in case of loss or damage to said building or buildings, the said party of the second part shall have the right to apply the monies collected from the insurance in payment of the debt secured hereby whether due or not. In the event