

October, 1907, personally appeared before me, C. W. Deming, attorney in fact for W. B. Owen and J. A. Holloman, President and Secretary of corporation named in this deed, to me personally well known, and known to me to be the person described in and who executed the above and foregoing instrument of writing as attorney in fact for said President and Secretary, respectively, of the Tulsa Heights Company, the corporation mentioned in said instrument and whose name are hereby subscribed hereto, and he stated that he had signed and sealed the same as his and their free and voluntary act and deed as such President and Secretary, respectively, and as the free and voluntary act and deed of said corporation and for it and in its name, for the consideration and purposes therein mentioned and set forth and at the same time, he severally stated that they were duly authorized so to do by resolution duly adopted by said corporation on the 21st, day of February 1907.

IN WITNESS WHEREOF, I hereunto set my hand and seal as such Notary Public, on this 28th, day of October 1907.

T. D. Evans, Notary Public

(SEAL) My commission expires the 12th, day of February 1911.

Filed for record at Tulsa, Okla., Sep/ 2, 1909, at 9.10 o'clock A. M.

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

RELA ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Hoyt F. White and Mabel White, husband and wife, of Tulsa County, State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage unto Katherine Barrows of Tulsa County, State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Numbered Four (4) in Block Numbered Nine (9) in Burgess Hill Addition to the City of Tulsa, as shown by the survey and plat thereof, together with all of the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

THIS MORTGAGE IS GIVEN AS SECURITY for the payment of One (1) promissory Note for Three Hundred Sixty (\$360.00) Dollars, dated the 1st day of September 1909, executed and delivered by the said Hoyt F. White and Mabel White, and payable to the order of said mortgagee, due on the 1st, day of September 1910, with interest thereon from date until paid at the rate of ten per cent (10%) per annum, payable semi-annually, as is evidenced by two (2) coupon interest notes, for Eighteen Dollars (\$18.00) Each, attached to said principal note of \$360.00 one of said Coupons being due on the 1st, day of March 1910, the other being due on the 1st, day of September 1910.

The above described loan is made and this mortgage is given as security to said second party for a part of the purchase price of said lot and for money to pay for the material and labor used in improvements to be erected on said property.

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments on said land when the same become due, and to keep the buildings on said premises insured in some reliable fire insurance company for the sum of \$360.00 and assign said policy to said second party as her interest may appear and deliver said policies and renewals thereof to said second party, and said first party assume all responsibility of proof and care and expense of collecting said insurance, if loss occur;