

State of Oklahoma)

(Tulsa County)

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of October, 1922, personally appeared E. M. Smith and Catherine Smith, his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires February 25, 1926.

(SEAL) Paul R. Hard, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 28, 1922, and duly recorded in book 431, page 1, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

EL2448 - BH

COMPARED

MORTGAGE.

This indenture, made this 22nd day of September, A.D. 1922, between Bird Lewis and Mamie Lewis, husband and wife of Turley, Tulsa County, in the State of Oklahoma, parties of the first part and M. L. Little of Turley, Tulsa County, in the State of Oklahoma, party of the second part;

WITNESSETH, that said parties of the first part in consideration of the sum of Nineteen hundred and twenty three & 66/100 (\$1,923.66) dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs, and assigns all the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit:

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,923.66 and issued No. 62,662, the sum in payment of mortgage to the within mortgagor. Oct 22 1922
WAYNE L. L. County Treasurer
U. A. D. Deputy

That part of the southeast quarter (SE 1/4) of the southeast quarter (SE 1/4) lying west of the Midland Valley, Railroad right of way of section thirty six (36) township twenty-one (21) north, range twelve (12) east, containing 17.39 acres, more or less.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith. One for \$1,923.66 due September 22, 1925.

Said mortgagors to have the privilege of paying said mortgage and note at any time during the term of this mortgage, made to M. L. Little, or order, payable to holder of said mortgage and note, with eight per cent interest per annum from date, payable semi-annually, and signed by first parties.

Said first parties hereby covenant that they are owners in fee simple of said premises, and that they are free and clear of all incumbrances except a certain mortgage in the sum of \$430.00 which said mortgagee hereby assumes and agree to pay.

That they have good right and authority to convey and encumber the same and they warrant and will defend the same against the lawful claims of all persons whatsoever. Said first parties agree to insure the buildings on said premises in the sum of \$1,000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff one hundred dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further