

413

NO. 252556 - NRS

M O R T G A G E

COMPANY

THIS INDENTURE, Made this twenty ninth day of February, 1924 between Clara C. Smith and L.E. Smith, her husband, of Tulsa County, State of Oklahoma, parties of the first part, mortgagors, and The Pioneer Mortgage Company, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part, mortgagee:

WITNESSETH: That said parties of the first part, for and in consideration of Fifty Two Hundred Fifty (\$5250.00) Dollars to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged do by these presents grant, bargain, sell convey and mortgage unto the said party of the second part, its successors and assigns forever, all the following described real estate, situated in Tulsa County, State of Oklahoma, to-wit:

The East Six (6) inches of Lot Two (2) and the
West Forty Nine and one half (49½) feet of Lot
Three (3) in Biddison's Sub Division of Lot
Twelve (12) in Block Twenty Eight (28) Park Place
Addition to the City of Tulsa, Oklahoma, according
to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rents and profits therefrom and with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have a good right and authority to convey and encumber the same; and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This conveyance is intended as a mortgage, and is given as security for the performance of the covenants herein, and the payment to said The Pioneer Mortgage Company, its successors or assigns, the principal sum of Fifty Two Hundred Fifty (\$5250.00) Dollars according to the terms and conditions of the one promissory note made and executed by Clara C. Smith and L.E. Smith, her husband, parties of the first part, bearing even date herewith, payable in semi-annual installments of \$160.00 each on the first day of April and October, in each year, beginning October first, 1924, up to and including April first 1939, on which date the remaining unpaid amount of the principal of said note shall be due and payable, with interest upon said principal sum from date thereof until maturity at the rate of seven per cent per annum, payable semi-annually, on the first day of April and October in each year, and interest at the rate of ten per cent per annum after maturity on principal and on interest not paid when due, whether the same become due according to the terms of said note by reason of default in payment of principal or interest.

And it is hereby further agreed and understood that this mortgage secures the payment of all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained

TREASURER
18959
March 4
S.B.
1924