

(SEAL) Juanita Plumlee, Notary Public,

My commission expires May 5th, 1926.

Filed for record in Tulsa County, Okla. on March 31, 1924, at 3:00 P.M. recorded in book 448, page 416, Brady Brown, Deputy,

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

254676- BH

MORTGAGE.

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, mortgagees:

Witnesseth, that said parties of the first part, for and in consideration of the sum 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 five and one-half (5½) feet 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 thereto 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 infeasible 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 or by reason of default in payment

14203
March 24
S.B.