

My commission expires July 9th, 1927.

Filed for record in Tulsa County, Okla. on May 13, 1924, at 4:30 P.M. recorded in book 449, page 19, Brady Brown, Deputy.

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

258118 - BH

FIRST MORTGAGE.

This indenture, made this 7th day of May, in the year of our Lord nineteen hundred and twenty four, between Clifford W. King, and Vernal Bell King, his wife, (being of lawful age) of the County of Cherokee, and State of Oklahoma, and Wilder S. Metcalf, of Lawrence, Kansas, of the second part.

Witnesseth, that the parties of the first part, in consideration of the sum of \$1000.00, one thousand dollars, to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey of the said party of the second part, his heirs and assigns, forever, the following tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit:

The Northwest quarter of the southeast quarter and the east half of the northeast quarter of the southwest quarter and the northwest quarter of the northeast quarter of the southwest quarter of section thirty two (32) in township twenty two (22) north, range fourteen, (14) east, containing seventy acres, more or less, according to United States survey thereof,

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. 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 good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

This grant is intended as a mortgage to secure the payment of the sum of \$1000.00 one thousand dollars, and interest thereon, according to the terms of a certain mortgage note ^{Interest note} attached thereto; this day executed by the said parties of the first part, payable to Wilder S. Metcalf, or order, at the office of Wilder S. Metcalf, in Lawrence, Kansas, with interest payable semi-annually on the first day of May, and November, in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent;

Now, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand, of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments, as provided, or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second part, or his assigns, interest at the rate of ten per cent per annum, computed semi-annually, on said principal note, from date thereof, to the time when the money shall be actually paid, and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed,