

and voluntary act and deed for the uses and purposes therein set forth,

(SEAL) Art Stanton, Notary Public.

My commission expires Feby. 21, 1927.

Filed for record in Tulsa County, Okla. on April 29, 1924, at 2:50 P.M. recorded in book 449, page 57, Brady Brown, Deputy,

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

256916 - BH

OKLAHOMA MORTGAGE.

This indenture, made this 26th day of April, in the year one thousand nine hundred and twenty four (1924) between

PARTIES: R Bumgarner and Mary E. Bumgarner, his wife, hereinafter called the mortgagor, and the Magers-Sawm Mortgage Company, a body corporate organized under the laws of the State of Oklahoma, hereinafter called the mortgagee.

Witnesseth, that the said mortgagor in consideration of the sum of five thousand and no/100 dollars, to them paid by the said mortgagee, do hereby grant, bargain, sell and convey to the said mortgagee its successors and assigns forever, the following real estate situate at Tulsa, in the County of Tulsa, and State of Oklahoma, and bounded and described as follows:

PROPERTY: Lot twenty two (22) block three (3,) Barton Addition to the City of Tulsa, County of Tulsa, Oklahoma, according to the recorded plat thereof, together with the buildings and improvements erected or to be erected thereon with all the appurtenances and all the rents, issues and profits arising and which may be had therefrom;

WARRANTY: To have and to hold the said premises with the appurtenances and all rents, issues and profits aforesaid unto the said mortgagee, its successors and assigns, forever.

And the said mortgagor for themselves and their heirs do hereby covenant to and with said mortgagee, its successors and assigns that the said mortgagor is lawfully seized of the premises aforesaid; that the said premises are free and clear of all incumbrances of every nature and kind whatsoever; and that the said mortgagor will forever warrant and defend the same with the appurtenances unto the said mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

*Description of note* The condition of the foregoing conveyance is such that; Whereas, the said mortgagee has actually loaned and advanced to the said mortgagor and the said mortgagor has had and received and is justly indebted to the said mortgagee for the full sum of five thousand and no/100 dollars for value received, according to the tenor and effect of a certain principal promissory note to the order of said mortgagee, executed by said mortgagor and delivered to said mortgagee, bearing even date herewith and payable as provided in said note with interest on said principal sum at the rate of seven per centum per annum from date until maturity, payable semi-annually on the first days of May and November, in each year, according to the coupon or interest notes thereunto attached and therein attached to, both principal and interest being payable at National Bank of Commerce, Tulsa, Oklahoma, in gold coin of the United States of America of the present standard of weight and fineness or its equivalent, together with the current rate of exchange on the City of New York. Said principal note and interest notes bearing interest after maturity at the rate of ten per cent per annum until paid.

Now, therefore, these presents are made upon the following express conditions, that if the said mortgagor, heirs, executors, administrators, successor or assigns, shall pay to the said mortgagee, its successors or assigns, the said sum of five thousand and no/100