

450 be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

IN WITNESS WHEREOF, The said mortgagors have hereunto set their hands on the 3rd day of May, A. D. 1923.

E. L. Pierce
Carrie Pierce

STATE OF OKLAHOMA)
TULSA COUNTY.) ss.

Before me the undersigned, a Notary Public in and for said County and State on this 3rd day of May, 1923 personally appeared E. L. Pierce and Carrie Pierce, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal the date above mentioned. (SEAL) Beulah McAllister, Notary Public

My Commission expires on the 16th day of January, 1927
Filed for record in Tulsa County, Tulsa Oklahoma, May 16, 1923 at 2:00 o'clock P. M. in Book 450, page 445

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

230691 C.J.

OKLAHOMA REAL ESTATE MORTGAGE COMPARE

I hereby certify that I received \$1000.00 from E. L. Pierce and Carrie Pierce, his wife, for the purpose of paying the mortgage tax on the within mortgage.
Dated this 16 day of May, 1923
WAYNE L. DICKEY, County Treasurer
a.g.
Deputy

KNOW ALL MEN BY THESE PRESENTS: That E. J. PIERCE and CARRIE PIERCE his wife of Tulsa County, in the State of Oklahoma parties of the first part, hereby mortgage to Julius Kahn of Tulsa Oklahoma, party of the second part, the following described real estate and

premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty-five (25), Block Two (2), in Carbondale, Tulsa County, Oklahoma, according to the recorded plat thereof;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of ONE THOUSAND & NO/100 Dollars, with interest thereon at the rate of 8 per centum per annum, payable semi-annually from date according to the terms of one certain promissory note described as follows to-wit;

One promissory note, dated May 3rd, 1923, in the sum of \$1000.00 due three years after date; with interest at the rate of eight (8%) per cent per annum, payable semi-annually, from date; said note signed by E. L. Pierce and Carrie Pierce, his wife, and payable to Julius Kahn;

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; Otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage