

167

and assigns, a sum equal to Ten Dollars and Ten Per cent additional of the total amount due on said mortgage and on said notes, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fees shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written.

O. F. Smith,  
Annie W. Smith.

State of Oklahoma) }  
Tulsa County ) SS Before me, Geo. M. Glossop, Notary Public, in and for said County and State on this 23rd day of July, 1923, personally appeared O.F. Smith and Annie W. Smith, 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.

(SEAL) Geo. M. Glossop, Notary Public.

My commission expires October 27, 1925.

Filed for record in Tulsa County, Okla. on July 24, 1923, at 3:50 P.M. and duly recorded in book 467, page 7, By Brady Brown,

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

COMPARED  
236590 - BH

MORTGAGE.

This indenture, made this twenty-third day of July, 1923, between Edna May Wood, and Gilbert Wood, 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 eight thousand (\$8,000.00) 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, 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:

TREASURER'S ENDORSEMENT

I hereby certify that I received \$8.00 and cash from No. 167-6 therefor in payment of mortgage on the within mortgage  
Witness my hand and the seal of said County Treasurer this 25th day of July 1923  
W. W. Stuckey, County Treasurer  
P.S.B.

The north seventy six and one tenth (76.1) feet of east one hundred seventy (170) feet of lot one (1) in Block five (5) of Terrace Drive 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 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 Eight Thousand (\$8,000.00) dollars