

exclusive of the expense of a new sale cannot be obtained, and that the said John H. French in all things proceeded and conducted and managed such sale as required by the statute in such case made and provided, and as by said order of sale required and directed.

It is therefore ordered, adjudged and decreed by the Court that the sale be, and the same is hereby confirmed and approved and declared valid, and the said John H. French is directed to execute to said purchaser proper and legal conveyance of said real estate.

(SEAL) John P. Boyd, Notary Public, *County Judge*

Filed for record in Tulsa County, Okla. on Nov. 13, 1923, at 1:00 P.M. recorded in Book 474, page 363, Brady Brown, Deputy,

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

244386 - BH

COMPARED

OKLAHOMA MORTGAGE.

This indenture, made this ninth day of November, 1923, between M. T. Johnson and Rosina Johnson, his wife, 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, mortgagee:

Witnesseth, that said parties of the first part, for and in consideration of the sum of thirty five hundred (\$3500.00) 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:

Lot eight (8) in Block two (2) of Hobbs addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$250 and issued Receipt No. 12393 therefor in payment of mortgage tax on the within mortgage.

Dated this 13 day of Nov, 1923
W. W. Stuckey, County Treasurer

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 thereof 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 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 thirty five hundred (\$3500.00) dollars, according to the terms and conditions of the one promissory note made and executed by M. T. Johnson and Rosine Johnson, his wife, parties of the first part, bearing even date herewith; payable in semi-annual installments of \$105.00 each on the first day of March and September in each year beginning September first, 1924, up to and including March, first 1929, on which date the remaining unpaid amount 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 March, and September, 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 of principal or interest.