

and State, on this 28th day of November 1923, personally appeared J. Robert Howard and Alice Howard, 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.

Witness my hand and official seal the day and year last above written.

My commission expires Sept 13th 1927 (SEAL) Chas B. Carden, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 3, 1923 at 4:15 o'clock P. M. in
Book 480, page 519

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

245867 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$300 and issued
Receipt No. 12753 therefor in payment of mortgage
tax on the within mortgage.

Dated this 3 day of Dec., 1923

W. W. Stuckey, County Treasurer

Deputy

MORTGAGE.

COMPARED
THIS INDENTURE, Made this Twenty-eighth day of
November 1923, between Robert L. Rush and M.
Catherine Rush, 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 Three Thousand (\$3,000.00) 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, bargain, sell, con-
vey 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 Nine (9) in Block Two (2) of Ridgedale Terrace 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 premi-
ses 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 Three Thousand (\$3000.00) DOLLARS, according to the terms
and conditions of the one promissory note made and executed by Robert L. Rush and M. Catherine
Rush, his wife, parties of the first part, bearing even date herewith, payable in semi-annual
installments of \$90.00 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 the principal 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.

And it is hereby further agreed and understood that this mortgage secures the payment
of all renewal principal or interest notes that may hereafter be given, in the event of any