

executed the same as their own free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires: July 26, 1926

(SEAL)

E. H. Gilbert, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 7, 1923 at 2:00 o'clock P. M. in Book 480, page 601

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

246256 C.J. COMPARED

MORTGAGE.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$450 and issued Receipt No. 2828 in full payment of mortgage tax on the within mortgage.

Dated this 8 day of Dec 1923

W. W. Shackley, County Treasurer

Deputy

Kansas, of Topeka, State of Kansas, party of the second part, mortgagee:

THIS INDENTURE, Made this Fourth day of December, 1923, between F. F. Rudy and Eliza M. Rudy, 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

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Forty Five Hundred (\$4500.00) 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 Two (2) in Block Six (6) of Pouders Pomeroy 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 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 Forty-five Hundred (\$4500.00) DOLLARS, according to the terms and conditions of the one promissory note made and executed by F. F. Rudy and Eliza M. Rudy, his wife, parties of the first part, bearing even date herewith, payable in semi-annual installments of \$135.00 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 extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.