

This indenture, made the sixteenth day of July, in the year one thousand nine hundred and twenty four (1924) between Zeb R. Horton and Nannie Horton, husband and wife herein after called the mortgagor, and the Mager-Swan Mortgage Company, a body corporate organized under the laws of the State of Oklahoma, hereinafter called the mortgagee.

Witnesseth: That the said mortgagor in consideration of the sum of one thousand five hundred and no/100 dollars, to them paid by the said mortgagee, do hereby grant, bargain, sell and convey to the said mortgagee, its successors and assigns forever, the following real estate situate at Tulsa in the county of Tulsa, and State of Oklahoma, and bounded and described as follows:

PROPERTY:

All of lot five (5) in block one (1) of Gillette Hall addition to the City of Tulsa, Oklahoma, as shown by 401 the recorded plat thereof,

Together with the buildings and improvements erected or to be erected thereon with all the appurtenances and all the rents, issues and profits arising and which may be had therefrom:

To have and to hold the said premises with the appurtenances and all rents, issues and profits aforesaid unto the said mortgagee, its successors and assigns forever.

WARRANTY: And the said mortgagor for themselves and their heirs, do hereby covenant to and with the said mortgagee, its successors and assigns that the said mortgagor is lawfully seized of the premises aforesaid; that the said premises are free and clear of all incumbrances of every nature and kind whatsoever; and that the said mortgagor will forever warrant and defend the same with the appurtenances unto the said mortgagee, its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

The condition of the foregoing conveyance is such that :

DESCRIPTION OF NOTE. Whereas; the said mortgagee has actually loaned and advanced to the said mortgagor and the said mortgagor has had and received and is justly indebted to the said mortgagee for the full sum of one thousand five hundred and no/100 dollars for value received, according to the tenor and effect of a certain principal promissory note to the order of said mortgagee, executed by said mortgagor and delivered to said mortgagee, bearing even date herewith and payable as provided in said note with interest on said principal sum at the rate of seven per centum per annum from date until maturity, payable semi-annually on the first days of August and February in each year, according to the coupon or interest notes thereunto attached and therein referred to, both principal and interest being payable at National Bank of Commerce, Tulsa, Oklahoma, in gold coin of the United States of America of the present standard of weight and fineness or its equivalent, together with the current rate of exchange on the City of New York. Said principal note and interest notes bearing interest after maturity at the rate of ten per cent per annum until paid.

Now, therefore, these presents are made upon the following express conditions, that if the said mortgagor, heirs, executors, administrators, successors or assigns, shall pay to the said mortgagee, its successors or assigns, the said sum of one thousand five hundred and no/100 dollars, with the interest thereon, according to the tenor and effect of the said promissory note and of the interest notes therein referred to, and shall keep and perform all and singular the covenants and agreements herein contained for said mortgagor to keep and perform, then these presents shall cease and be void, but otherwise shall remain in full force and effect.

COVENANTS: And the said mortgagor, for themselves, and their heirs, executors, administrators