

premises or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

A. Scott

Elizabeth E. Scott

Signed, sealed and delivered in the presence of

State of Oklahoma; Tulsa County, ss.

Before me, W. A. Setser a notary Public, in and for said County and State, on this 28th day of July, 1924, personally appeared A. Scott and Elizabeth E. Scott, husband and 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 above set forth.

W. A. Setser, Notary Public

My Commission expires Feb. 6th, 1926. (SEAL)

Filed for record in Tulsa County on Aug. 1, 1924 at 4:30 o'clock P.M. recorded in Book 491 Page 269.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#264338 LLJ

MORTGAGE.

THIS INDENTURE, Made this Thirty-First day of July, 1924, between E. F. Zumwalt and Martha J. Zumwalt, 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 Four Thousand (\$4,000.00) 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 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 One (1) and the South Twelve and One-Half (12½) feet of the Reserve adjoining said lot on the North in Block Six (6) of Pouders and 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 of said THE PIONEER MORTGAGE COMPANY, its successors or assigns, the principal sum of Four thousand (\$4,000.00) Dollars, according to the terms