

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

(SEAL) C. M. Christensen, Notary Public.

My commission expires Dec. 7, 1926.

Filed for record in Tulsa County, Okla. on Sept. 5, 1924, at 2:00 P.M. recorded in book 4 91, page 481, Brady Brown, Deputy.

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

266692 - BH

MORTGAGE OF REAL ESTATE.

This indenture, made and entered into this 20th day of August, 1924, between O. F. Smith and Abbie W. Smith, his wife, of Tulsa County, in the State of Oklahoma; parties of the first part, and Exchange Trust Company, a corporation, Tulsa County, State of Oklahoma, party of the second part.

Witnesseth, that said parties of the first part, in consideration of the sum of one dollar and other good and valuable considerations, (\$1.00) the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa- State of Oklahoma, to-wit:

The east half of the south one hundred forty feet (140) of lot six (6) in block nine (9) Highlands addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

(This mortgage is intended as a second mortgage, subject only to a first mortgage in favor of The Aetna Building & Loan Association, of Topeka, Kansas, for \$18,000.00, as recorded on the 4th day of June, 1923, in the records of Tulsa County, Oklahoma).

To have and to hold the same, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure the payment of two promissory notes in writing this day executed and delivered to said second party by said first parties, one for (\$2400.00) due \$200.00 per month, with 8% interest, payable monthly, one for \$3100.00, due one year after date, 8% interest from date, payable semiannually, and 10% interest after maturity, all payable at The Exchange Trust Company, Tulsa County, State of Oklahoma, and all providing for the payment of Ten dollars, and ten per cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they the owners in fee simple of said premises, that the same are free and clear of all encumbrances. That they have good right and authority to convey and encumber the same and that will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$7200.00, for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said first parties also agree to pay all taxes and assessments lawfully assessed against said premises before the same shall become delinquent.

Now, if said first parties shall pay or cause to be paid to said second party, its successors and assigns, said sum or sums of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of said notes, and shall procure and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain and be in full force and effect.