

in and who executed the foregoing instrument, and acknowledged that executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in----- in said County and State, the day and year first above written.

My term expires June 15, 1924

(SEAL)

N. B. Jinnett, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 28, 1924 at 8:00 o'clock A. M. in Book 492, page 396

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

263911 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4,000 and found Receipt 15438 for the same in payment of mortgage on the within mortgage.

Dated this 29 day of July 1924

W. W. Smith, Auditor

OKLAHOMA FIRST REAL ESTATE MORTGAGE

IN CONSIDERATION OF Four Thousand DOLLARS, J. S.

Pummill of Tulsa County, State of Oklahoma (who will be described and referred to now and hereafter in this instrument in the plural as mortgagors, whether one or more in number), hereby grant, bargain, sell, convey,

and mortgage unto G. A. Rose mortgagees, the following described real estate, situated in Tulsa County, Oklahoma.

Lots One to Ten incl. 15 to 20 incl. 22 to 43 incl. 46 to 69 incl. and

Lots 74 to 80 incl. in block nine.,

Also lots one to 15 incl. 19 to 21 incl. 24 to 29 incl. 30 to 41 incl. lots

43, 44, 46, 47, 49, and 50, and Lots 52 to 63 incl. in block four. All in North Tanaha subdivision, in Red Fork Township Tulsa County, Okla according to the Recorded plat thereof.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors are justly indebted unto said mortgagees in the principal sum of Four Thousand Dollars, for a loan thereof made by said mortgagees to said mortgagors according to the tenor of one certain principal note executed by said mortgagors, bearing date Jan. 17th, 1923 payable to the order of said mortgagees, Jan. 17th 1924, on the first day of Jan. 17th 1924, with interest from date until default or maturity, at the rate of 8 per cent per annum, and after default or maturity, at the rate of ten per cent per annum, payable semiannually both before and after maturity, the installments of interest until maturity being evidenced by ---- coupons attached to said principal notes, and of even date therewith, and payable to the order of said mortgagees, both principal and interest being payable at Maturity.

if said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of the mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of