

267365-CW.

M O R T G A G E.

THIS INDENTURE, Made this Eleventh day of September, 1924, between Abe Smith and Rose Smith, 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 Ten Thousand (\$10,000.00) 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 Twelve (12) in Block Nineteen (19) of Burgess Hill 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 WARRANTY AID 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 Ten Thousand (\$10,000.00) Dollars, according to the terms and conditions of the one promissory note made and executed by Abe Smith and Rose Smith, his wife, parties of the first part, bearing even date herewith, payable in semi-annual installments of \$500.00 each on the first day of April and October in each year, beginning April first, 1925 up to and including October first 1939 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 April and October, 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.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note, either to the makers or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in anywise affect this mortgage nor the rights of the Mortgagee, its successors or assigns hereunder nor operate as a release from any personal liability upon said note, nor under any covenant or stipulation herein contained. And further, the Mortgagors, do hereby expressly covenant stipulate and agree as