

identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such Corporation, for the uses and purposes therein set forth. Witness my hand and Notarial Seal the day and year last above written.

Harold H. Pence, Notary Public.

(Seal) My commission expires July 25, 1927.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 15, 1924 at 4:20 P. M. o'clock

recorded in book 496, page 501.

By Brady Brown, Deputy.

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

269473-CW.

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this eighth day of September, A. D. 1924, by and between C. L. Oliver and Grace M. Oliver, husband and wife of Tulsa County, State of Oklahoma, parties of the first part and Tulsa Mortgage Investment Company, a Trust Estate party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Thirty-five Hundred DOLLARS to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold and by these presents does Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to its successors and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit: All of Lot Six (6) in Block Three (3) of Oliver Addition to the City of Tulsa, according to the recorded plat thereof, with the tenements, appurtenances, and hereditaments thereunto, belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents, issues and profits thereof. 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.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty-five Hundred DOLLARS together with the interest thereon according to the terms of One Certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows; a Note for \$3,500.00 of even date herewith, due and payable October 1st, 1927 with interest thereon at the rate of eight per cent per annum until due, and at the rate of ten per cent per annum after maturity, The interest before maturity is further evidenced by six coupons attached to said principal note, numbered one to six inclusive, each for the sum of \$140.00 and due on the first days of April and October of each year, bearing interest at the rate of ten per cent per annum after maturity.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, <sup>pay</sup> all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$3,500.00 and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent, per annum, payable semi-annually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest,