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STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of October, 1924, personally appeared Q. C. Brightmire and Alvena Brightmire his 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

My commission expires on the 21st day of September, 1927

(SEAL) James Bowen, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 13, 1924 at 2:15 o'clock P. M. in Book 498, page 77

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

269437 C.J.

REAL ESTATE MORTGAGE

(WITH RENT ASSIGNMENT)

KNOW ALL MEN BY THESE PRESENTS:

That Darrell G. Smittle and Marguerite C. Smittle, his wife, of the County of Tulsa State of Oklahoma, for and in consideration of the sum of Thirty-six Hundred and 00/100 Dollars, in hand paid by The

Oklahoma Savings and Loan Association, a domestic Building and Loan Association, incorporated under the laws of the State of Oklahoma, with office and principal place of business at Oklahoma City, Oklahoma, do hereby sell and convey unto the said THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, its successors and assigns, the following described real estate situate in the County of Tulsa and the State of Oklahoma, to-wit:

Lot Numbered Twelve (12) in Block Two (2) Melrose Addition to Tulsa Oklahoma,

For additional and like security, all rents, or other earnings and income of and from the said real premises, are hereby made over and assigned to the mortgagee, with power and authority on its part, after any breach in the conditions of this mortgage, to collect and retain the same, the net proceeds to be applied and credited to the payment of the several items provided for herein.

"Appraisement is hereby waived under the laws of the State of Oklahoma, relating to forced sales of Real Estate."

To have and to hold the above granted premises, with all the improvements and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever. And the said Grantors for themselves and their heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that the said premises are free from encumbrance, and that they have good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

The conditions of this Mortgage are such, that, Whereas, the said Darrell G. Smittle and Marguerite C. Smittle, his wife, have assigned, transferred and set over unto the said THE OKLAHOMA Savings and LOAN ASSOCIATION, as a further security for the payment of the promissory note hereinafter mentioned, 36 shares of Installment Stock, in Class B., No. 17332, issued by THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, and have executed and delivered to THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, one promissory note bearing even date herewith, being No. 3797 for the sum of Thirty-six Hundred and 00/100 Dollars.

Now if the said Darrell G. Smittle and Marguerite C. Smittle, his wife, their heirs,