

For value received, I acknowledge satisfaction and payment in full of the
within mortgage, and same is hereby released.

Signed and acknowledged before me

W. H. Mackley
Notary Public
Register of Deeds

COMPARED

REAL ESTATE MORTGAGE..

THIS INDENTURE, Made this 31st, day of October, A. D. 1908, by and between Arthur R. Perryman and Daisy G. Perryman, husband and wife, of the County of Tulsa, and State of Oklahoma, parties of the first part, and Harry J. Stoops, party of the second part:

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Seven Thousand 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 do grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in the County of Tulsa and State of Oklahoma, to wit:
An undivided one-half of the West Sixty Five (65) feet of Lot Four (4) and the West Sixty Five (65) feet of the South Forty (40) feet of Lot Five (5) all in Block Sixty Nine (69) of the City of Tulsa, according to the original Government plat thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of honest exemption unto the said party of the second part, and to his heirs and assigns forever. and the said party of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST:- Said first parties are justly indebted unto the said second party in the principal sum of Seven Thousand Five Hundred and no/100 Dollars being for a loan made by the said second party to the said first parties, and payable according to the tenor and effect of one certain negotiable promissory notes, executed and delivered by the said first parties, bearing date October 31st, 1908 and payable to the order of said second party on the 31st day of October, 1909, at Tulsa, Okla., with interest thereon from date until maturity at the rate of 10 per cent per annum, payable annually, with exchange on New York.

SECOND:- The said parties of the first part agree to keep all buildings, fences and other improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD:- It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of either principal or interest notes, when the same become due or in case of the default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the party of the second part, or his assigns, as additional collateral security and said party of the second part, or assigns shall be entitled to possession of said premises, by receiver or otherwise.

FOURTH:- Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One Hundred Fifty & no/100 Dollars, which this mortgage also secures.