

No. 103734.

143

FROM

STATE OF OKLAHOMA,

Gulisa County.

ss.

This instrument was filed for record in my office

on the 7 day of November A. D. 1917 at 1:30

o'clock P. M., and duly recorded in Vol. 39 of at page 143

(Seal)

Lewis Cline

Register of Deeds.

By O. G. Weaver

Deputy.

County Clerk

Fees, \$

This Indenture, Made this 18th day of October in the year of our Lord One Thousand Nine Hundred and Seventeen by and between Katie E. Alberty, nee Twist and G. W. Alberty, her husband, of the County of Mayes and State of Oklahoma, part 122 of the first part and W. A. Graham part 4 of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five Hundred and 20/100 (\$500.00) Dollars, to them in hand paid, by the said part 4 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 said part 4 of the second part, and to his heirs and assigns, forever, all of the following described tract or parcels of land lying and situate in the County of Gulisa and State of Oklahoma, to-wit:

The West Half of the South West Quarter of the South East Quarter and the South East Quarter of the South West Quarter of the South East Quarter of Section Fourteen (14), Township Twenty-two (22) North, and Range Thirteen (13) East of the Indian Base and Meridian, in Oklahoma, containing Thirty acres, more or less as the case may be, according to the United States survey 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 homestead exemption, unto the said part 4 of the second part, and to his heirs and assigns forever. And the said part 122 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefensible 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 said part 4 of the second part.

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

FIRST: Said Katie E. Alberty, nee Twist, and G. W. Alberty, her husband, justly indebted unto the said part 4 of the second part in the principal sum of Five Hundred and 20/100 (\$500.00) Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said part 4 of the second part, to the said Katie E. Alberty, nee Twist and G. W. Alberty, and payable according to the tenor and effect of the certain negotiable promissory note numbered 19-17, executed and delivered by the said part 122 of the first part, bearing date October 18, 1917, payable to the order of said W. A. Graham, Five (5) years after date, at First National Bank, Pryor, Oklahoma, with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 18th day of April and October in each year, and 10 per cent per annum after maturity, the installments of interest being further evidenced by Eight coupons attached to said principal note, Twenty Dollars each, and of even date therewith and payable to the order of said W. A. Graham, at the First National Bank, Pryor, Oklahoma.

SECOND: Said part 122 of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the part 122 of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 10 per cent per annum and the first part 122 assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part 122 of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part 122 of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note, or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said part 122 of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than Fifty and 00/100 Dollars shall be added, which this mortgage also secures. And that the said part 122 of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, The said part 122 of the first part have hereunto subscribed their names and affixed their seal on the day and year first above mentioned.

Executed and delivered in the presence of

Katie E. Alberty, nee Twist

G. W. Alberty

STATE OF OKLAHOMA,

Mayes County.

ss.

Before me, Joe Hillin, a Notary Public, in and for said County and State,

on this 18th day of October 1917, personally appeared Katie E. Alberty,

nee Twist and G. W. Alberty, her husband, to me known to be the identical person 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.

My commission expires Aug. 31st 1921.

(Seal)

Joe Hillin

Notary Public

TREASURER'S ENDORSEMENT.

I hereby certify that I received \$500.00 and issued Forepart No 9050 therefor in payment of mortgage tax on this 7 day of Nov. 1917. Ed Dalton