

Lawful money

FROM _____ TO _____

STATE OF OKLAHOMA, } ss. *Lawful money*
Tulsa County. } This instrument was filed for record in my office
on the *27* day of *July* A. D. 19*20*
o'clock *39* M., and duly recorded in Vol. *39* of *mtg* at page *20*
(Seal) *H. E. Walkey* Register of Deeds.
By _____ Deputy.
Fees, \$ _____

This Indenture, Made this *27th* day of *July* in the year of our Lord One Thousand Nine Hundred and *eight*
by and between *John W. Moorman and Bechie Moorman*
of the County of *Tulsa* and State of Oklahoma, part *first* of the first part and
Lee Clinton part *1* of the second part.

WITNESSETH, That the said part *first* of the first part, for and in consideration of the sum of _____ Dollars, to *them* in hand paid, by the said part *1* 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 *first* 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:

all of the northeast quarter of the northwest quarter of section fourteen (14) township nineteen (19) range (19) east.

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

Signed and acknowledged before me *Lee Clinton*
H. E. Walkey
Register of Deeds.

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 *first* of the second part, and to *his* heirs and assigns forever. And the said part *first* 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 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 said *Lee Clinton* the second part.

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

FIRST: Said *John W. Moorman and Bechie Moorman* are justly indebted unto the said part *1* of the second part in the principal sum of _____ Dollars, in full cash of the United States of the present standard of weight and fineness,

being for a loan thereof made by the said part *1* of the second part, to the said *part of the first part*

and payable according to the tenor and effect of _____ certain negotiable promissory note, numbered _____, executed and delivered by the said *part of the first part* bearing date *July 27* 19*20* payable to the order of said *part of the first part* _____

with interest thereon from *date* maturity, at the rate of *12* per cent per annum, payable semi-annually on the _____ day of _____ and _____ in each year, and _____ per cent per annum after maturity the installments of interest and of even date therewith and payable to the order of said _____ at _____

SECOND: Said part *1* 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 *1* 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 12 per cent per annum and the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part *1* 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 *1* 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 *1* 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 _____ Dollars shall be added, which this mortgage also secures.

And that the said part *1* 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 *1* of the first part *have* hereunto subscribed *their* names and affixed *their* seals on the day and year first above mentioned.

Executed and delivered in the presence of _____

John W. Moorman
Bechie Moorman

STATE OF OKLAHOMA, } ss. Before me, *a Notary Public* in and for said County and State,
Tulsa County. } on this *27th* day of *July* 19*20* personally appeared _____

John W. Moorman and *Bechie Moorman* 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 *June 27* 19*21* (Seal) *Chas. H. Hays* Notary Public