

FROM \_\_\_\_\_

TO \_\_\_\_\_

By \_\_\_\_\_

STATE OF OKLAHOMA, } ss.  
County, } This instrument was filed for record in my office  
on the 1st day of April A. D. 1929 at 3:20  
o'clock P. M., and duly recorded in Vol. \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_  
By Seal H. B. Walkley Register of Deeds.  
Deputy.  
Fees, \$ \_\_\_\_\_

This Indenture, Made this 1st day of April in the year of our Lord One Thousand Nine Hundred and Twenty Nine, by and between Rachel Perryman, a single woman  
of the County of Tulsa and State of Oklahoma, part 1st of the first part and  
part 1st of the second part.

WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of thirty-five hundred Dollars, to her in hand paid, by the said part 1st of the second part, the receipt whereof is hereby acknowledged, has she granted, bargained and sold, and by these presents do she grant, bargain, sell, convey and confirm, unto said part 1st of the second part, and to her 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 lots one & two in block one hundred & forty nine in the city of Tulsa according to the official recorded 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 homestead exemption, unto the said part 1st of the second part, and to her heirs and assigns forever. And the said part 1st of the first part do she hereby covenant and agree that at the delivery hereof she 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 she will warrant and defend the same in the quiet and peaceable possession of said her 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 Rachel Perryman justly indebted unto the said part 1st of the second part in the principal sum of thirty-five hundred 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 1st of the second part, to the said Rachel Perryman and payable according to the tenor and effect of certain negotiable promissory note numbered \_\_\_\_\_ executed and delivered by the said Rachel Perryman bearing date April 1st 1929 payable to the order of said Ellis Harner

with interest thereon from date until maturity, at the rate of 10 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 being further evidenced by \_\_\_\_\_ coupons attached to said principal note \_\_\_\_\_ at \_\_\_\_\_ to the order of said \_\_\_\_\_

SECOND: Said part 1st 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 ten thousand 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 1st 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 1st assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part 1st 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 1st of the first part agree to 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 1st 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 ten Dollars shall be added, which this mortgage also secures.

And that the said part 1st of the first part, for said consideration, do she hereby expressly waive an appraisement 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 1st of the first part has hereunto subscribed her name and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

J. H. M. Birney  
Legu C. Perryman  
Rachel Perryman

STATE OF OKLAHOMA, } ss.  
County, } Before me, Reuben L. Partridge, Notary Public, in and for said County and State,  
on this 1st day of April 1929 personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires March 26th 1930

Seal Reuben L. Partridge  
Notary Public