

FROM \_\_\_\_\_

TO \_\_\_\_\_

STATE OF OKLAHOMA, } ss.  
County, \_\_\_\_\_

This instrument was filed for record in my office  
on the 3 day of Feb A. D. 1912 at 4  
o'clock P. M., and duly recorded in Vol. \_\_\_\_\_ of \_\_\_\_\_ at page \_\_\_\_\_  
(Seal) \_\_\_\_\_ Register of Deeds.  
By \_\_\_\_\_ Deputy.  
Fees, \$ \_\_\_\_\_

This Indenture, Made this 3rd day of Feb in the year of our Lord One Thousand Nine Hundred and  
Ten by and between J. L. Cook & H. A. Cook her husband  
of the County of Tulsa and State of Oklahoma, part of the first part and  
Rachel Perryman part of the second part.  
WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of fifteen hundred  
Dollars, to them in hand paid, by the said part 2nd  
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 1st of the second part, and to heirs heirs and assigns, forever, all of the following described tracts, piece or parcel of land lying and situate  
in the County of Tulsa and State of Oklahoma, to-wit:

all of lot seventeen (17) in  
Payne Addition to Tulsa, Okla according to the official plat  
and 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 1st of the second part, and to heirs heirs and assigns forever. And the said part 1st of the first part  
do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 Rachel Perryman the second part 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 J. L. Cook & H. A. Cook justly indebted unto the said part 1st of the second part in the principal sum of fifteen 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 parties of the first part  
and payable according to the tenor and effect of certain negotiable promissory note, numbered 15 executed and  
delivered by the said parties of the first part bearing date Feb 3 1912 payable to the  
order of said Rachel Perryman one years after date, at Tulsa Okla  
with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 1st day of  
August 1912 and Feb 3 1913 in each year, and 8 per cent per annum after maturity, the installments of interest  
being further evidenced by coupons attached to said principal note and of even date therewith and payable  
to the order of said parties of the first part.

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  
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 8 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 money herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part 1st 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 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 Twenty Dollars shall be added, which this mortgage also secures.

And that the said part 1st of the first part, for said consideration do hereby expressly waive an appraisal 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 have hereunto subscribed their names and affixed seals on the day  
and year first above mentioned.

Executed and delivered in the presence of

J. L. Cook  
H. A. Cook

STATE OF OKLAHOMA, } ss.  
Tulsa County, \_\_\_\_\_

Before me, Sam'l P. McBurney Notary Public in and for said County and State,  
on this 3 day of Feb 1912 personally appeared  
J. L. Cook and H. A. Cook 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 are free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires June 11 1912

Sam'l P. McBurney  
Notary Public