

COMPARED

NO. 221218 C.M.T.

MORTGAGE RECORD NO. 408

213

BLACK PRINTING 200 TULSA

FROM

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 7th day of Feb. 1923, at 4:15 o'clock P.M., and duly recorded in Book 408 on page 213.

TO

Fees \$.....
O. G. Weaver,
(Seal) County Clerk.
By Brady Brown, Deputy.

THIS INDENTURE, Made this 6 day of Feb. A. D. 1923, between

Mabel Alice Perry and R. E. Perry, her husband

of Tulsa County, in the State of Oklahoma, part 1st of the first part, and W. D. McCoy of Tulsa part 2nd of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Three Thousand Eight Hundred Seventy-seven and 02/100 Dollars,

the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

The North Half (N¹/₂) of the North East quarter (N¹/₂E¹/₄) of Section thirty-one (31) Township Nineteen North (19-N), Range Thirteen (13-E), containing eighty acres more or less according to the U. S. Survey thereof. This mortgage being subject to a first for \$1800. in favor of John Hancock Mutual Life Ins. Co., Boston, Mass., and a second for \$8133.33 in favor of Alice Luvina Harper. Second party agreeing to give a partial release of mortgage on tracts as they are sold, receiving as a consideration a cash payment of \$75 per acre or notes amounting to \$100 per acre as collateral.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith. One for \$3877.02 due Feb. 6, 1926, 192

made to W. D. McCoy

or order, payable at maturity

with 8 per cent interest per annum, payable semi-annually and signed by Mabel Alice Perry and R. E. Perry, her husband

Said first part 1st hereby covenant, that they are ownerS in fee simple of said premises and that they are free and clear of all incumbrances except as above mentioned.

That they have good right and authority to convey and encumber the same, and

they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 1st agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 1st agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Ten per cent of the unpaid principal Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if said first part 1st shall pay or cause to be paid to said second part his heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 8 per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first part 1st waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said part 1st of the first part ha hereunto set their hand. The day and year first above written.

Mabel Alice Perry

R. E. Perry

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That of County, Oklahoma, the within named mortgagee in consideration of the sum of DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, The said mortgagee ha hereunto set hand. this day of 192

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, B. H. Johnston

on this 6 day of Feb. 1923, personally appeared Mabel Alice Perry and R. E. Perry, her husband, to me known to be the identical personS who executed the above

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.

WITNESS my official hand and seal the day and year above set forth. My commission expires June 24, 1925, 192 (Seal)

B. H. Johnston,

Notary Public.

TREASURERS RECEIVED
I hereby certify that I received \$3877.02 at 8:30 A.M. Feb. 6, 1923, for tax on the within mortgage.
Dated this 7 day of Feb. 1923
WAYNE L. DICKEY, County Treasurer