

COMPARED

NO. 233880 C.M.J.

MORTGAGE RECORD NO. 408

Index 11-30-54

537

BLACK PRINTING CO. TULSA

THIS INSTRUMENT WAS FILED FOR RECORD ON THE 22nd day of June 1923 at 9:30 o'clock A.M. and duly recorded in Book 408 on page 537.

Received of Clara B. Shuler and Isaac Shuler the sum of Five Thousand and No/100 Dollars for the purpose of mortgage.

Dated this 22nd day of June 1923.

Wayne L. Dickey, County Treasurer.

STATE OF OKLAHOMA, Tulsa County, ss.

This instrument was filed for record on the 22nd day of June 1923 at 9:30 o'clock A.M. and duly recorded in Book 408 on page 537.

Fees \$

O. G. Weaver,
(Seal) County Clerk.
By: Brady Brown, Deputy.

THIS INDENTURE, Made this 21st day of June, A. D. 1923, between Clara B. Shuler and Isaac Shuler of Tulsa County, in the State of Oklahoma, part 108 of the first part, and D. J. Gonyer of Los Angeles, California, part 1 of the second part:

WITNESSETH, That said part 108 of the first part, in consideration of the sum of Five Thousand and No/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 1 of the second part, his heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

undivided 1/2 Int
(One-half) interest in The Northwest quarter of the Northeast quarter, less nine acres for school site and railroad right of way, in Section Twenty One (21), and the Southwest quarter of the Northeast Quarter of the Northeast Quarter, and the South Half of the Northeast quarter, and the North Half of the Southeast quarter, and the West half of the Southwest quarter of the Southeast quarter, in Section Twenty-one (21), all in Township Twenty (20) North, of Range Thirteen (13) East, containing Two Hundred and 21 (221) Acres, more or less.

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 \$5,000.00 due Sept. 19th, 1923.

made to D. J. Gonyer

or order, payable at Exch. Nat. Bank, Tulsa

with 7 per cent interest per annum, payable semi-annually and signed by Clara B. Shuler and Isaac Shuler

Said first parties hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same, and the 1st will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part 108 agree to insure the buildings on said premises in the sum of \$ 1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part 108 agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 108 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 10% of the principal and \$10.00 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 108 shall pay or cause to be paid to said second part 1st his heirs or assigns said sum of \$5,000.00 or 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 delinquency, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of Eight 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 108 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 108 of the first part ha VS hereunto set their hand S the day and year first above written.

Clara B. Shuler
Isaac Shuler

KNOW ALL MEN BY THESE PRESENTS:

That they of Tulsa County, Oklahoma, the within named mortgagee in consideration of the sum of Five Thousand and No/100 DOLLARS, to in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto his 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 VS hereunto set their hand S this 22nd day of June, 1923.

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, Olga A. Braddon, a Notary Public in and for said County and State on this 21st day of June, 1923, personally appeared Clara B. Shuler and Isaac Shuler to me known to be the identical person 8 who executed the above instrument and acknowledged to me that th at executed the same as th 9Y 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 May 16th, 1925. (Seal) Olga A. Braddon, Notary Public.