

206016

C. J.

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

COMPARED

NUMBER
534TITLE
GUARANTEE and TRUST
COMPANY
TULSA, OKLA.OKLAHOMA
FIRST MORTGAGE

DOLLARS

\$12,000.00

I hereby certify that I received \$12,000.00 and issued
Receipt No. 2097 therefor in payment of mortgage
tax on the within mortgage.Dated this 7 day of Aug 1922
WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS:

That Cyrus S. Avery and Essie M. Avery, his wife of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company of Tulsa, Oklahoma party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13), Township Nineteen (19) North, Range Thirteen (13) East, and the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$), and the Southeast quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of Section Eighteen (18), Township Nineteen (19) North, Range Fourteen (14) East, containing in all three hundred fifty (350) acres, more or less

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This Mortgage is given to secure the principal sum of Twelve Thousand & No/100 Dollars, with interest thereon at the rate of 6 $\frac{1}{2}$ per cent per annum, payable semi annually from August 1, 1922 according to the terms of one certain promissory note, described as follows, to wit:

One note in the sum of Twelve Thousand Dollars (\$12,000.00) dated July 27, 1922, due August 1, 1927, executed by Cyrus S. Avery and

Essie M. Avery in favor of the Title Guarantee & Trust Company executed by the makers hereof, of even date herewith, due and payable to the order of the second party, with interest thereon at the rate of 6 $\frac{1}{2}$ per centum until due, and at the rate of ten per centum per annum after maturity.

The interest before maturity is further evidenced by ten coupons attached to the principal note, principal and interest payable at the place designated in said note and coupons.

The parties of the first part hereby make the following special covenants to and with said party of the second part and their assigns, to-wit.

FIRST. That said first parties will procure separate policies of insurance against fire and tornadoes, each in the sum of Three Thousand & No/100 Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns and made payable to the mortgagee or assigns as his or their interest may appear.

SECOND. That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

THIRD. That the said first parties will keep and maintain all improvements on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

FOURTH. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due,