

COMPARED

216165 - BH

## REAL ESTATE MORTGAGE.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 500 and issued  
 Receipt No. 6682 therefor in payment of mortgage  
 tax on this within mortgage.

Dated this 12 day of December 1922

WAYNE L. DICKEY, County Treasurer

W. L. S.

Deputy

This indenture, made this 9th day of December, A.D. 1922, between Clarissa Richards and B. P. Richards, her husband, and John W. Perryman and Effie Perryman, his wife, of Tulsa, County, in the State of Oklahoma, parties of the first part, and The Security National Bank of Tulsa, Oklahoma, party of the second part.

Witnesseth, that said parties of the first part, in consideration of the sum of Two thousand five hundred (\$2500.00) dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors, assigns, all the following described real estate, situated in Tulsa County and State of Oklahoma, to-wit:

The south half (S $\frac{1}{2}$ ) of SE/4 of Sec. 8, Twp. 19, R.13, less 5 acres sold to Fletcher A. Pratt in N. corner of SE/4 of SE/4 of said section 8/19/13 aforesaid, more particular description of said 5 acres being found in deed for same which is on record in office of County Clerk, Tulsa County, Okla. and referred to as part hereof, and an undivided 70 acres in the E/2 of NE/4 of SW/4 of Sec. 5, twp. 17, R. 14, and W/2 of SE/4 of Sec. 5, twp. 17 R.14, and N/2 of NE/4 of SE/4 of Sec. 5, Twp. 17, R/ 14; all in Tulsa County, Okla.

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 \$2500.00 due six months after date hereof, made to the Security National Bank or order, payable at Tulsa, Okla. with ten per cent interest per annum, payable semi-annually and signed by Clarissa Richards, B. P. Richards, John W. Perryman and Effie Perryman.

Said first parties hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all encumbrances, excepting mortgages held by said Bank. 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 parties 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 parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties 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 mortgage will pay to the said mortgagee ten per cent 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 judgement 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 the said first parties shall pay or cause to be paid to said second part its successors 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