

219135 C.J. COMPAN.

## REAL ESTATE MORTGAGE

-434

TREASURER'S ENFORCEMENT  
I hereby certify that I received \$ 600.00 and issued  
Receipt No. 7225 in payment of mortgage  
tax on the within instrument.  
Dated this 16 day of Jan 1923  
WAYNE L. BERRY, County Treasurer

THIS INDENTURE, Made this tenth day of January in  
the year of our Lord One Thousand Nine Hundred  
twenty three by and between Leona Morrison Nee Fry,  
and C. W. Morrison, her husband, of the County of  
Tulsa and State of Oklahoma, hereinafter known as

party of the first part, and COLMERCE TRUST COMPANY, a corporation, of Kansas City, Missouri,  
party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the  
sum of Six Hundred and no/100 Dollars, the receipt whereof is hereby acknowledged, has granted,  
bargained and sold, and by these presents does grant, bargain, sell convey and confirm, unto  
said party of the second part, and to its successors and assigns, forever, all of the following  
described real estate, lying and situated in the county of Tulsa State of Oklahoma,

The Northwest Quarter of the Southwest quarter of Section Thirty one

(31), Township Eighteen (18), N. Range Fourteen (14) E.

of the Indian Meridian, containing 40 acres, more or less, according to Government survey.

TO HAVE AND TO HOLD THE SAME: With all and singular the tenements, hereditaments and  
appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead  
exemption, unto the said party of the second part, and to its successors and assigns forever.  
And the said parties 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 in-  
defeasible estate of inheritance therein, free and clear of all encumbrances, and that they  
will warrant and defend the same in the quiet and peaceable possession of said party of the  
second part, its successors and assigns, forever, against the lawful claims and demands of all  
persons whomsoever.

PROVIDED ALWAYS; and this instrument is made, executed and delivered upon the follow-  
ing conditions, to-wit:

FIRST: Said Leona Morrison Nee Fry and C. W. Morrison, her husband being justly  
indebted to said party of the second part in the principal sum of Six hundred and no/100 Dollars  
( \$600.00 ), for money borrowed have executed and delivered to said party of the second part  
one certain principal promissory note numbered, bearing even date herewith for the sum of six  
hundred and no/100 Dollars, (\$600.00), payable according to terms of said note., with interest  
thereon from date until maturity at the rate of six per cent per annum, payable annually on  
the first days of January in each year, according to interest coupons attached to said note,  
both principal and interest payable to the order of the said party of the second part at its  
office in Kansas City, Missouri, in lawful money of the United States of America. said note  
further provides that if default be made in the payment of any part of said money, either  
principal or interest, when the same becomes due and payable, then all of said principal and  
interest shall, at the option of the legal holder or holders, become due and payable, and both  
principal and interest are to bear interest at the rate of eight per cent per annum after ma-  
turity.

SECOND: said party of the first part agrees 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 not less than \$-----against loss by fire and not less than \$-----  
against loss by windstorm or tornado, the policy or policies to be delivered to said party  
of the second part and written for the benefit of said party of the second part, or its assigns  
as additional security to this loan, and if the taxes or insurance premiums are not paid when