

COMPARED

## MORTGAGE RECORD NO. 439

#229354 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clarissa Richards and her husband B. P. Richards,  
by Clarissa Richards, his agent and attorney in fact.

a \_\_\_\_\_ of Tulsa, \_\_\_\_\_ County, Oklahoma, parties of the first part, ha. V. e

mortgaged and hereby mortgage to Cyrus S. Avery

of \_\_\_\_\_ part. y. of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$ ) of the Northeast Quarter  
(NE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the  
West half (W $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ )  
and the North half (N $\frac{1}{2}$ ) of the Northeast  
Quarter (NE $\frac{1}{4}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ )  
of Section 5, Township 17, Range 14 East,  
all in Tulsa County, Oklahoma, to the extent  
of her undivided interest and ownership in  
said land amounting to 70 acres more or less,  
together with any after acquired ownership and  
title in and to all of the above described land  
it being represented by mortgagors that they  
have a contract whereby they have purchased the other interests equal to 50 acres

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

more or less.

This mortgage is given to secure the principal sum of One Thousand (\$1,000.00)

DOLLARS,

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and to indemnify Cyrus S. Avery, his heirs and assigns forever, against any liability,  
loss or damage heretofore or hereafter created by reason and becoming surety on  
the bond of Clarissa Richards as executrix of the estate of David M. Hodge deceased,  
in Probate Case No. 3574 pending in the County Court of Tulsa County, Oklahoma.

If the terms and conditions of this mortgage are fully complied with and the  
said Clarissa Richards faithfully performs her duties as executrix and is legally  
discharged and the said Cyrus S. Avery suffers no loss or damage, then this  
mortgage is to be null and void. Otherwise to remain in full force and effect.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby  
covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair  
and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of  
second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage  
or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal  
sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second party shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a  
reasonable attorney's fee of One Hundred (\$100.00) DOLLARS,  
which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma. to have and to hold unto the said Cyrus S. Avery, his  
heirs and assigns forever.  
Dated this 2nd day of May, 19 23

Clarissa Richards SEAL  
B. P. Richards by Clarissa  
Richards, his agent and SEAL  
Attorney in fact.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 2nd  
day of May, 19 23, personally appeared Clarissa Richards and her husband B.P.  
Richards, by Clarissa Richards his agent and attorney in fact.

and \_\_\_\_\_  
to me known to be the identical person who executed the within and foregoing 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 signature and official seal the day and year last above written.

My commission expires 7-25-1923 (SEAL) Nell Ledford, Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of May A. D. 19 23  
at 11:00 o'clock A. M. Book 439, Page 441

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