

442

224150 C.J.

RECEIPT FOR PAYMENT

By certify that I received \$ 72 and issued
No. 2214 therefor in payment of mortgage
to the within mortgagee.
Dated this 13 day of March 1923
W. NE L. DICKEY, County Treasurer

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 8th day of March,
A. D. 1923, by and between Jane H. Fox and
Edward L. Fox, her husband, of the County
of Tulsa and State of Oklahoma, party of the first
part, and EXCHANGE TRUST COMPANY, a corporation

organized under the laws of the State of Oklahoma, having its principal office at Tulsa
Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration
of the sum of Twelve Hundred Fifty and No/100 (\$1250.00) DOLLARS, in hand paid by the
said party of the second part, the receipt whereof is hereby acknowledged, by these pre-
sents does grant bargain, sell, convey and mortgage unto said party of the second part,
its successors and assigns, forever, all of the following described tract, piece or parcel
of land, situated in the County of Tulsa, and State of Oklahoma, to-wit:

The Northwest quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of
the Southwest Quarter (SW $\frac{1}{4}$) of Section Four (4), Township Eighteen
(18) North, Range Thirteen (13) East of the Indian Base and Meridian, contain-
ing 10 acres, more or less, according to the United States Survey thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments
and appurtenances thereunto belonging, or in anywise appertaining, and all rights of
homestead exemption unto the said party of the second part, and to its successors and
assigns forever.

Said party of the first part does hereby covenant and agree that at the delivery
hereof the said party of the first part is the lawful owner of the premises above granted,
and seized of a good and indefeasible estate of inheritance therein, free and clear of
all incumbrances, and that the said party of the first part will WARRANT AND DEFEND the
title to the same in said party of the second part, its successors and assigns, forever,
against the claims of all persons whomsoever.

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

FIRST- This mortgage is given to secure the payment of forty-one promissory
notes, to-wit: Forty principal notes numbered one to forty for the sum of \$30.00 each,
maturing monthly, note number one due on the 8th day of April, 1923, and the remaining
notes payable serially on the 8th day of each succeeding month thereafter, and one note
numbered forty-one for the sum of \$50.00, due on the 8th day of August, 1926; all bearing
interest from date until maturity at the rate of 8% per annum, payable semi-annually, all
dated of even date herewith, payable at the office of the mortgagee, signed by the mort-
gagors, and bearing interest at 10% per annum after maturity, payable semi-annually, and
this mortgage shall also secure the payment of any renewals of any such indebtedness.

SECOND-- Said party of the first part hereby covenants and agrees to pay all
taxes and assessments of whatsoever character on said land, and any taxes or assessments
that shall be made upon said loan or upon the legal holder of said notes and mortgage, on
account of said loan, by the State of Oklahoma, or by the County or Town wherein said land is
situated, when the same become due, except mortgage tax, and to keep the buildings upon the
mortgaged premises insured in some reliable insurance company, approved by the party of
the second part, against loss or damage by fire, lightning, tornado and wind storm, in
the sum of Twelve Hundred Fifty and No/100 DOLLARS, and to assign the policies to said
party of the second part, as its interests may appear, and deliver said policies and re-
newals to said party of the second part, to be held by it until this mortgage is fully paid