

443

Banks Patrum, to me known to be the identical persons 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 hand and official seal the day and year last above written.

My commission expires Mch. 2, 1925. (SEAL) Thomas R. Clift

Filed for record at Tulsa, Tulsa County, Oklahoma, Feb. 18, 1924, at 1:30 o'clock P.M. and recorded in book 443, page 279.

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

#251389 NS

COMPACT

MORTGAGE OF REAL ESTATE

THIS INDENTURE, made this 16th day of February, A.D. 1924, by and between Millie Henning Perry and Elmer Perry, wife and husband of Tulsa County, State of Oklahoma, parties of the first part and Hanna Lumber Company party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four Hundred and Seventy and 65/100 Dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and sold and by these presents do ... Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to its successors heirs, and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit;

Lot Twelve (12) in Block Three (3), Ohio Place Addition to the City of Tulsa, according to the recorded plat thereof. with the tenements, appurtenances, and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents, issues and profits thereof. 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 indefeasible estate of inheritance therein, free and clear of all incumbrances.

Except a mortgage of record to Allen S. Burrows for the sum of Two Thousand Dollars (\$2,000.00), and a second mortgage to H.E. Hanna for \$2,480.00.

This Grant is intended as a mortgage to secure the payment of the sum of Four Hundred and seventy and 65/100 ... Dollars, together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows; of even date herewith for the sum of \$470.65, payable in installments of \$15.00 together with interest at eight per cent per annum on the unpaid balance of the principal, the first installment being due and payable on the 15th day of March 1924, and a like installment on the 15th day of each and every month thereafter until the note shall have been paid in full. Installments not paid when due to draw interest at 10% from their respective maturities until paid.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$..... and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment