

233292 C.J.

## MORTGAGE

COMPARED

RECEIVED  
I hereby certify that I received \$100 and issued  
Receipt No. 10063 in payment of mortgage  
tax on the value of the property.  
Dated this 14 day of June 1923  
WAYNE L. DICKEY, County Treasurer  
a.j. Deputy

THIS INDENTURE, Made this 14th day of June A. J. 1923,  
between Edward C. Twist, A Single Man, A Cherokee By  
Blood, Roll Number 12502 of Tulsa County, Oklahoma party  
of the first part, and Finerty Investment Company, a cor-  
poration organized under the laws of Oklahoma, of Okla-  
homa City, Oklahoma, party of the second part,

WITNESSETH That the said party of the first part, in consideration of the sum of  
One Thousand Dollars, in hand paid by the said party of the second part, the receipt whereof  
is hereby acknowledged, does, by these presents GRANT, BARGAIN, SELL and CONVEY unto the  
said party of the second part, its successors and assigns, the following described Real Estate  
situated in Tulsa County, Oklahoma, to-wit:

The South East Quarter (SE $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ) and North West Quarter  
(NW $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ) of South East Quarter (SE $\frac{1}{4}$ ) of Section  
Two (2) in Township Twenty-two (22) North, Range Thirteen (13) East

of the Indian Meridian, containing 50 acres, more or less, according to Government survey;  
together with all and singular, the tenements, hereditaments and appurtenances thereunto be-  
longing, and all the rights of homestead. TO HAVE AND TO HOLD, the said premises to the pro-  
per use and benefit of the said party of the second part, its successors and assigns forever.  
And I hereby covenant with the said Finerty Investment Company, that I hold said premises  
by good and perfect title; that I have good right and lawful authority to sell and convey the  
same; that they are free and clear of all liens and incumbrances whatsoever. And I covenant  
to warrant and defend the said premises against the lawful claims of all persons whomsoever.  
PROVIDED ALWAYS, And these presents are upon the express condition; That if the said first party  
his heirs, executors, administrators or assigns, shall pay to the said Finerty Investment  
Company, its successors or assigns, the principal sum of One Thousand Dollars on the first  
day of November Nineteen Hundred and Thirty-three, with interest on the said principal sum  
at the rate of six per centum, per annum, payable annually, on the first day of November  
Nineteen Hundred and Twenty-Three and-----annually thereafter, both principal and interest  
payable at the office of FINERTY INVESTMENT COMPANY, in Oklahoma City, Oklahoma, according to  
the terms of one certain promissory note or bond, of even date herewith, with coupons for  
interest attached thereto and also pay all taxes, and other assessments on said premises, dur-  
ing the continuance of this mortgage, before any of said taxes shall become delinquent, and  
shall pay said interest coupons as the same mature, and keep the buildings, fences, and other  
improvements on said premises in as good condition as at this date, and shall keep the said  
buildings insured in the sum of \$-----, for the use and benefit of the party of the second  
part, and its assigns, until said principal sum and interest are fully paid; then, and in that  
case only, these presents shall be void, otherwise to remain in full force and effect;  
PROVIDED ALSO, That on default in payment of any part of said principal, or interest, or  
taxes, as the same shall become due, or upon failure of said party of the first part to  
keep the buildings, fences and improvements on said premises in good repair, or to keep said  
buildings, so insured as herein provided, or to deliver the policies of insurance to second  
party or its assigns, then the whole of the money hereby secured shall become payable imme-  
diately upon such default or failure, at the option of the party of the second part or its  
assigns. The party of the second part is expressly authorized to pay any and all sums neces-  
sary to protect the title to said premises, and to keep the same free from other liens of  
whatever nature, including attorney's fees in all actions attacking such title or the vali-  
dity of this mortgage. And said party of the first part hereby promises and agrees to and