

234550 - BH

COMPARED

MORTGAGE.

There is 80 and turned
 Received 11357
 tax on the
 Dated this 20th day of June 1923
 WAYNE L. LEELEY, County Treasurer
 Deputy
 P.S.B.

This indenture, made this 27th day of June, A.D. 1923, between R. S. Peters and Helen A. Peters, his wife, of Tulsa County, Oklahoma; parties of the first part, and Finerty Investment Company, a corporation organized under the laws of Oklahoma, of Oklahoma City, Oklahoma, party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of eight hundred dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do 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 west half (W $\frac{1}{2}$) of north west quarter (NW $\frac{1}{4}$) of north west quarter (NW $\frac{1}{4}$) of section eight (8) in township twenty (20) north, range thirteen (13) east

of the Indian Meridian, containing 20 acres, more or less, according to Government survey; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and all the rights of homestead. To have and to hold, the said premises to the proper 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 parties, their heirs, executors, administrators or assigns, shall pay the said Finerty Investment Company, its successors or assigns, the principal sum of eight hundred 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, during 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 good condition as at this date, and shall keep the said buildings insured in the sum of \$500.00 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 parties 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 immediately 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 necessary 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