

ments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of 1 promissory note of even date herewith. One for \$500.00 due Aug. 14, 1925, made to M. D. Craig, or order, payable at Skiatook, Okla. with 10 per cent per annum, payable annually and 10 per cent additional as attorney's fees in case of legal proceedings to collect, and signed by O. G. McCoy, and Hannah McCoy.

Said first parties hereby covenant that they are owners in fee simple of the said premises, and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever.

Said first parties agree to insure the buildings on said premises in the sum of \$500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now, if said first parties shall pay or cause to be paid to said second party her heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said notes, and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained or if any and all taxes and assessments which are or may be lawfully levied or assessed against such premises or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10% per annum until paid and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon ^{due and} payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisement laws.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

O. G. McCoy,
Hannah McCoy.

State of Oklahoma)

Tulsa County) SS Before me, L. L. Wiles, a Notary Public, in and for the above named County and State, on this 24th day of Aug. 1923, personally appeared O. G. McCoy and Hannah McCoy, his wife, to me personally known to be the identical person who executed the above deed, 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 January 7th, 1924.

(SEAL) L. L. Wiles, Notary Public.

Filed for record in Tulsa County, Okla. on Aug. 25, 1923, at 11:25 A.M. duly recorded in book 467, page 377, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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