

7/11/32 \* 2-55

TREASURER'S ENDORSEMENT

I hereby certify that I received \$3.00 and issued  
Receipt No. 11811 the sum of payment of mortgage  
tax on the within mortgage. *aug 1*  
Dated this *14* day of *oct* 1932  
W. W. Stuckey, County Treasurer

47: #241504 MC

MORTGAGE ;

*P.S.B.*

This Indenture, Made this 13th, day of August A, D, 1923, between Arvol V, Thomas and Georgia E, Thomas, His Wife of Tulsa County, Oklahoma, parties of the first part, and Winerty Investment Company a corporation organized under the laws of Oklahoma, party of the second part

Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty-five Hundred Dollars, in hand paid by the 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 North East Quarter (NE $\frac{1}{4}$ ) of South West Quarter (SW $\frac{1}{4}$ ); and the North West Quarter (NW $\frac{1}{4}$ ) of South East Quarter (SE $\frac{1}{4}$ ) of Section Twenty-Four (24), in Township Twenty (20) North, Range Twelve (12) East.

( Also a strip of land Twenty (20) feet in width off the North side of the North West Quarter of Southwest Quarter of Section 24, in Township 20 North, of Range 12 East, same having been conveyed to me by deed, dated August 15th, 1923 recorded in book \_\_\_\_\_ Page,

of the Indian Meridian, containing 80 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 Winerty Investment Company, that I hold said premises by *and quiet title and 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 or assigns, shall pay to the said Winerty Investment Company, its successors or assigns, the principal sum of Thirty- Five Hundred Dollars on the first day of January Nineteen Hundred and Thirty-Four with interest on the said principal sum at the rate of six per centum. per annum payable, annually on the first day of January Nineteen Hundred and Twenty- Four and annually thereafter both principal and interest *Payable* at the office of Winerty Investment Company, an 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 fence and other improvements on said premises in as good condition as at this date, and shall keep the said buildings insured in the sum \$ \_\_\_\_\_ 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 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 insurances to second party or its assigns, then the whole of the money hereby secured shall become payable immediately upon such default of 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 sum necessary to protect the title to said premises, and to keep the same free from other liens of whatsoever nature, including attorney's fees in all actions attaching such title or the validity of this mortgage