480

ment as its president and acknowledged to me that he executed the same as his free and volum tary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

M. Hughes, Notary Public My commission expires Feb. 24, 1927 (SEAL) Filed for record in Tulsa County, Tulsa Oklahoma, Oct 29, 1923 at 2:00 o'clock P. M. in Book 480, page 58

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

MORTGAGE

COMPARED

243268 C.J.

TREASURER'S EXPORSEMEN Hard \$2,20 Receipt 11/2242 en in partition til linnere tax on the wiedla me Dated this 20 day of Och 193 W. W Salvicey, Congry

THIS INDENTURE, Made this 22nd day of October A. D. 1923, between Millard F. Bussey, and Maude H. Bussey his wife of Tulsa County, Oklahoma, parties of the first part, and Finerty Investment Company, a corporation organized under the laws of Oklahoma, of Okalhoma

City, Oklahoma, party of the second part,

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

The South Half (St) of South East Quarter (SEt) of Section Nine (9) in Township Twenty-one North , Range Fourteen (14) East of the Indian Wontaining 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 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 whomso ever. PRO-VIDED ALWAYS, And these presents are upon the express condition; That if the said first parties their heirs, executors, administrators or assigns, shall pay to the said FINERTY INVESTMENT COMPANY, its successors or assigns, the principal sum of Twenty-two Hundred Dollars on the first day of November Nineteen Hundred and Thirty, 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-four and -----annually thereafter, both principal and interest payable at the office of FINERTY INVESTMENT COMPANY, in Oklehoma, 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 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 parties of the first part to keep the buildings, fences and improvements on said premises in good repair, or o keep said buildings, so insured as herein provided, or to deliver the policies of insurance

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