

This Indenture, Made this 12<sup>th</sup> day of February A. D. 1928, between A Borochoff and Clara Borochoff of Tulsa in Tulsa County, in the State of Oklahoma, of the first part, and Sam Gloyd of Oklahoma County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three Hundred and eighty-six <sup>\$286.00</sup> Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa Tulsa County, and State of Oklahoma, to-wit:

The south twenty five (25) feet of Lot three (3) in Block Thirty nine (39) of the City of Tulsa; according to the official Government plat thereof; said lot having a frontage of 25 feet on north Boulder Street and a frontage of 15 feet on north First Street in said City of Tulsa

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said grantors have this day executed and delivered six certain

promissory notes in writing to said party of the second part, described as follows: five of said promissory notes being dated Feb 12<sup>th</sup> 1928 for \$500.00 and payable in one, two, three four, and five months after date respectively, and one note dated Feb 12<sup>th</sup> 1928 for the sum of \$6.00 due August 12<sup>th</sup> 1928; all of said notes bearing interest from date at the rate of 10 per cent per annum until paid; said first parties agree to keep the buildings on the above premises constantly insured against loss by fire in a sum of not less than \$5000.00 loss, if any, payable to said second party as his interest shall then appear policies delivered to second party. They also agree to keep all taxes paid

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Witness to make  
D Borochoff

D Borochoff  
Clara Borochoff  
mark

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY. }  
Before me, John D. Wakely a Notary Public  
in and for said County and State on this 12<sup>th</sup> day of February 1928, personally appeared D Borochoff  
and Clara Borochoff to me known to be the identical persons  
who executed the within and foregoing instrument, 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.

My Commission expires Nov 29<sup>th</sup> 1931

notarial seal

John D. Wakely  
Notary Public

This instrument was filed for Record on the 12<sup>th</sup> day of Feb A. D. 1928, at 2<sup>10</sup> o'clock P.M.,  
and duly recorded the 12<sup>th</sup> day of Feb 1928  
By 186. Walkley Deputy.  
(Seal) Register of Deeds.