

## -----MORTGAGE OF REAL ESTATE :-----

Know all men by these presents :

That Roy R Mc Kenzie a single man of Tulsa County, State of Oklahoma, party of the first part, has mortgaged and hereby mortgages to Katherine Barrows of Tulsa County State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma : to-wit :

The Northerly Fifty (50) feet of Lot Numbered Nine (9) in Block numbered three (3) in North Tulsa, as the same appears from the governmental plat thereof, with all of the improvements thereon and appurtenances thereunto belonging and warrant the title to the same .

This Mortgage is given as security for the payment of three (3) promissory notes, dated the 14th day of August 1908 executed and delivered by the said Roy R Mc Kenzie and payable to the order of the said mortgagee with interest thereon at the rate of 10 per cent <sup>per annum from date</sup> payable semi-annually said notes being described as follows :-

One note for one hundred Dollars ( \$100.00) payable February 14th 1909 with one (1) interest coupon for five Dollars ( \$5.00) Attached .

One Note for One Hundred Dollars ( \$100.00) payable August 14th 1909 with <sup>two</sup> (2) interest coupons of five dollars (\$5.00) each attached

One note for Three Hundred Dollars ( \$300.00) payable August 14th 1910 with four (4) interest coupons of Fifteen Dollars ( \$15.00) each attached .

Provided always that this instrument is made, executed and delivered upon the following conditions, to-wit : That said first party hereby covenants and agrees to pay all taxes and assessments on said land when the same become due and to keep the buildings on said premises insured in some reliable fire insurance company for the sum of Five Hundred Dollars ( \$500.00 ) and to assign said policy to said second party as her interest may appear, and deliver said policies and renewals thereof to said second party, and said first party assumes all responsibility of proof and care and expense of collecting said insurance if loss occur; that said first party agrees to keep all improvements in good repair and not to commit or allow waste to be committed on the premises . It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest , taxes insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof .

Said party of the first part, hereby agrees that in event action is brought to foreclose this mortgage he will pay a reasonable attorney's fee of Fifty Dollars ( \$50.00) which this mortgage also secures .

Party of the first part, for said consideration, does hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws of Oklahoma .

Dated at Tulsa Oklahoma, this 14th day of August 1908 .

State of Oklahoma )  
County of Tulsa . ) SS

Roy R Mc Kenzie

Before me, Phil C Kramer a Notary Public in and for said County and State on this 14th day of August 1908 personally appeared Roy R Mc Kenzie to me known to be the identical person who executed the within and foregoing instrument and