

)))mortgage deed))with power of sale/

Know all men by These presents :

That R. H. Barnett and wife Lillie M Barnett of Tulsa Oklahoma , parties of the first part for and in consideration of the sum of Two Hundred Dollars to them in hand paid by C.D. Spggeshall party of the second part , the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said second party, his heirs or assigns , the following described real estate situated in the Tulsa, Tulsa County, Oklahoma to-wit :-

All of lot Sixteen (16) in Block Twenty Four (24) in the Owens Addition to Tulsa ,

TO HAVE AND TO HOLD the same unto the said second party his heirs or assigns forever, with all the privileges and appurtenances thereto belonging, or in any wise appertaining .

And said first parties for themselves and their heirs, executors, administrators and assigns, covenant with the said second party his heirs or assigns, they they are lawfully seized and possessed in fee of the aforegranted premises; that same is free of all encumbrances, that they have good right to sell and convey the same to the said second party, as aforesaid; and that they will and their heirs, executors and administrators shall, forever warrant and defend the title to said real estate, against all lawful claims and demands whatever .

And I, ^{and} Lillie M Barnett wife of the said R.H. Barnett for and in consideration of the said sum of money , do hereby release and quit claim transfer and relinquish unto the said second party , his heirs and assigns, all my right or possibility of dower and homestead ⁱⁿ or to said real estate .

The foregoing conveyance is on condition : That whereas the said first parties are justly indebted to the said second party in the sum of Two Hundred Dollars evidenced by their promissory notes of even date herewith, with interest thereon from date at the rate of 10 per cent per annum, payable semi annually both principal and interest payable at the office of the Central National Bank of Tulsa, Oklahoma .

Now if the said first parties shall pay or cause said notes to be paid, with interest , according to the tenor and effect thereof, and perform all and every other covenant and agreement herein, then this instrument to be null and void and shall be released at the cost of said first parties, otherwise to remain in full force and effect .

And it is hereby further stipulated, that during the continuance of this instrument in force, the said first parties shall at all times keep all Taxes fully paid, as required by law, and shall keep the buildings on said premises insured against loss or damage by fire, lightning and tornado in the sum of not less than \$ 800.00 loss if any payable to C.D. Coggeshall as his interests may appear .

And it is further hereby agreed, That in case the said first parties shall make default in the payment of any taxes on said property when due, or in keeping said buildings insured as aforesaid, then the said second party his heirs or assigns or legal representatives, may pay such taxes, or effect such insurance and the amount necessarily expended therefor, with interest at eight per cent per annum from the date of such