

## M O R T G A G E.

KNOW ALL MEN BY THESE PRESENTS: That Roy R. McKenzie, 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 Twenty (20) feet of Lot Numbered Eight (8) and the Southerly Forty (40) feet of Lot numbered Nine (9), all in Block Numbered Three (3) in North Tulsa, as the same appears from the Government plat thereof, with all of the improvements thereon and the appurtenances thereunto belonging and warrant the title to the same.

This mortgage is given as security for the payment of Two (2) promissory notes, dated the 16th, day of November, 1908, executed and delivered by Roy R. McKenzie, and payable to the order of said mortgagee, with interest thereon at the rate of Ten (10%) per cent. per annum, payable semi-annually.

One Note For Two Hundred Dollars (\$200.00) due November 16th, 1910, with Four (4) interest coupons for ten Dollars (\$10.00) each attached. One note for One Hundred Dollars (\$100.00) due November 16, 1909, with two (2) interest coupons for Five Dollars (\$5.00) each attached.

PROVIDED ALWAYS, that this instrument is made, executed and delivered upon the following conditions to wit: That the said first party hereby covenants and agrees to pay all taxes and assessments on said land when the same are due and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company for the sum of three hundred dollars (\$300.00) and to assign said policy to said second party as here interest may appear, and deliver said policies and renewals to said second party, and said first party assumes all responsibility of proof and cost and expense of collecting said insurance if loss occurs: that said first party agrees to keep all improvements in good repair and not to commit or allow any 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 Thirty Dollars (\$30.00), which this mortgage also secures.

Party of the first part, for said consideration, does hereby expressly waive appraisal of said real estate, and all benefits of the homestead, exemption and stay laws of Oklahoma. Dated this 16th, day of November, A. D., 1908.

Roy R. McKenzie

STATE OF OKLAHOMA, )  
COUNTY OF TULSA, ) SS.

Before me, Phil C. Kramer, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of November, 1908, personally appeared Roy R. McKenzie, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

(SEAL) My commission expires June, 19th, 1909. Phil C. Kramer, Notary Public.

Filed for record Nov. 16, 1908., at 3 P. M.

H. C. Walkley, Register of Deeds (SEAL)