

COMPARED

FROM

STATE OF OKLAHOMA,

County. } ss.

County, } ss. This instrument was filed for record in my office
on the 28 day of Feb A. D. 1910, at 8 30
o'clock 2 M., and duly recorded in Vol. _____ of _____ at page _____

By

Deputy

Fees, \$

This Indenture, Made this Twenty-fifth day of February in the year of our Lord One Thousand Nine Hundred and ten by and between L. D. Mark and Emma E. Mark his wife of the County of Tulsa and State of Oklahoma, part one of the first part and Marion F. Menesee part two of the second part.

WITNESSETH, That the said part less of the first part, for and in consideration of the sum of Twenty five Hundred (\$25000) Dollars, to them in hand paid, by the said part of of the second part, the receipt whereof is hereby acknowledged, he has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part of of the second part, and to his heirs and assigns, forever, all of the following described tract place or parcel of of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

Lot six (6) and the Northeast quarter of the Southwest quarter; also the East half of the Southeast quarter of the Southwest quarter, and the west half of the Southwest quarter of the Southeast quarter, also the Southwest quarter of the Northwest quarter of the Southeast quarter, all in Section Six (6) Township Twenty (20) North, Range Fourteen (14) east. except Railway Right of way.

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said part four of the second part, and to their heirs and assigns forever. And the said part two of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said partly the second part four

same in the quiet and peaceable possession of said _____ heirs and assigns forever, against the lawful claims of all persons whomsoever:

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:

FIRST: Said L.D. Marr and Emma C. Marr are justly indebted unto the said part 4 of the second part in the principal sum of Twenty-five hundred (\$2500 &)

being for a loan thereof made by the said part 4 of the second part, to the said L. D. Marr and Emma C. Marr Dollars, in gold coin of the United States of the present standard of weight and fineness.

and payable according to the tenor and effect of their one certain negotiable promissory note, numbered 441 executed and

delivered by the said L. H. Marr and Emma E. Marr bearing date February 23rd 1920 payable to the
order of said Mary F. Manser five years after date at Maple Leaf Mo.

with interest thereon from date until maturity, at the rate of 2 1/2 per cent per annum, payable semi-annually on the twentieth day of February and August in each year, and 10 per cent per annum after maturity, the installments of interest

being further evidenced by 10 coupons attached to said principal note Eighty seven & 3/4 dollars each and of even date therewith and payable

to the order of said _____ *Mary H. Meserve* _____ *100* _____ *at Commerce Trust Company Kansas City*

SECOND: Said part 100 of the first part agree.....to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of 200 Dollars. Said part 100 of the first part agree.....to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of 200 Dollars. Said part 100 of the first part agree.....to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of 200 Dollars.

Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the part..... of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 10 per cent per

THIRD: The said part as of the first part agree..... to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not

commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security

FIFTH: Said part less of the first part agree.....that if the maker 2 of said note.....shall fail to pay the principal or interest of said note.....or any part thereof as

become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money so due shall, at the option of the holder hereof become due and payable at once, and without notice.

L. D. Marr

Emma C. Marr.

STATE OF OKLAHOMA, } 88.

Before me, L. W. Gillette, a Notary Public in and for said County and State

Tulsa County. } ss. on this 28th day of February 1910 personally appeared

Z. D. Marr and Emina C. Marr his wife to me known to be the identical person who executed the within and

going 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.

Notary Public