

COMPARED

FROM

STATE OF OKLAHOMA,

Tulsa

County.

This instrument was filed for record in my office on the 18 day of April A. D. 1914 at 3 o'clock P. M., and duly recorded in Vol. 39 of City at page 80 By H. G. Washley Deputy. (Seal)

Fees, \$

This Indenture, Made this 16th day of April in the year of our Lord One Thousand Nine Hundred and ten by and between B. B. Leecraft wife Ruth I. Leecraft of the County of Tulsa and State of Oklahoma, part of the first part and Josephine Leeds part of the second part.

WITNESSETH That the said parties of the first part, for and in consideration of the sum of Eight Hundred Dollars, to them in hand paid, by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part of the second part, and to their heirs and assigns, forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit: The North Ninety Two and one half (92 + 1/2) feet of Lot four and five (4 + 5) in Block One Hundred Seventy eight (178) according to U. S. Survey and plat thereof as more definitely described as follows: Beginning at the North East Corner of Lot Five (5) thence running in a westerly direction along the north line of Lot Five (5) thence running in a westerly direction along the north line of Lot Four (4) and five (4) eighty nine + 8 (89.8) feet to the Northwest Corner of Lot Four (4), thence South along the west line of Lot four (4), One Hundred and two feet (102) thence in an easterly direction and parallel with the Alley line One Hundred Thirty feet (130 ft.) to a point on the east line of Lot Five (5), 47 + 1/2 feet from the Southeast Corner of Lot Five (5) thence in a northerly direction along the east line of Lot Five (5) Ninety two and one half (92 + 1/2) feet to the place beginning, situated in the town of Tulsa, Oklahoma.

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 of the second part, and to their heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners 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 parties of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit: FIRST: Said B. B. Leecraft wife Ruth I. Leecraft justly indebted unto the said part of the second part in the principal sum of Eight Hundred Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said part of the second part, to the said parties of the first part, and payable according to the tenor and effect of certain negotiable promissory note, numbered 16, executed and delivered by the said parties of the first part, bearing date April 16, 1914, payable to the order of said Josephine Leeds, one year after date, at Tulsa, with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 16th day of Oct. 1914 and at maturity, and per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith and payable to the order of said parties of the second part.

SECOND: Said parties 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 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 parties 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 12 per cent per annum and the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties 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 for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note, or any part thereof as the same becomes 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 hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than Fifty Dollars shall be added, which this mortgage also secures. And that the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

B. B. Leecraft
Ruth I. Leecraft

STATE OF OKLAHOMA, } ss. Before me, J. P. Byrd, Jr. in and for said County and State, Tulsa County, } on this 16th day of April 1914 personally appeared B. B. Leecraft and Ruth I. Leecraft to me known to be the identical person 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 27 1913

J. P. Byrd, Jr.