

COMPAED

221463 C. J.

REAL ESTATE MORTGAGE

7698
 10. 1923
 3. 1923
 W. L. DICKER, County Treasurer

THIS INDENTURE, Made this 9th day of February

A. D. 1923 by and between A. F. Sweeney and Mayme
 V. Sweeney, husband and wife of the County of Tulsa
 and State of Oklahoma, parties of the first part, and
 Kathleen Sheehan party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the
 sum of Thirty-five Hundred Dollars to them in hand paid, by the said party 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 party of the second
 part, and to her 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:

Lot Thirteen (13), Block Twenty-two (22), Orcutt Addition to the City of
 Tulsa, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and
 appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead
 exemption unto the said party of the second part, and to her heirs and assigns forever. And
 the said parties of the first part do hereby covenant and agree that at the delivery hereof
 they are lawful owners of the premises above granted and seized of a good 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 party of the second part, her
 heirs and assigns, forever, against claims of all persons whomsoever.

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

FIRST. Said first parties are justly indebted unto the second party in the principal
 sum of Thirty-five Hundred DOLLARS, being for a loan made by the said second party to the
 said first parties, and payable according to the tenor and effect of one certain negotiable
 promissory note executed and delivered by the said first parties, bearing date February 9th,
 1923 and payable to the order of said second party on the 9th day of February 1926 at the
 First National Bank of Tulsa, Oklahoma, with interest thereon from date until maturity at
 the rate of 6 per cent per annum payable semi annually, which interest is evidenced by six
 (6) coupon interest notes of even date herewith, and executed by the said first parties, one
 (the first) One Hundred Forty Dollars, due on the ninth day of August 1923 and five (5) notes
 for One Hundred Forty dollars each due on the ninth day of each February and August there-
 after, the last note falling due February 9th, 1926. Each of said principal and interest notes
 bear interest after maturity at the rate of 10 per cent per annum, and are made payable at the
 order of said second party at the First National Bank of Tulsa, Oklahoma with exchange on New
 York.

SECOND. The said parties of the first part agree to keep all buildings, fences and
 other improvements on the said land in as good repair as they now are, and not to commit or
 allow any waste on said premises.

THIRD. It is further expressly agreed by and between the parties hereunto that if any
 default be made in the payment of any part of either said principal or interest notes, when
 the same become due, or in case of default in the payment of any installment of taxes or
 assessments upon said premises, or the premium for fire insurance as hereinafter provided,
 when the same become due, or in case of the breach of any covenant or condition herein contained,
 the whole of said principal sum named herein, and interest thereon, shall become immediately
 due and payable, and this mortgage may be foreclosed accordingly.