

## COMPARED

222590 C.J.

## REAL ESTATE MORTGAGE

11.11.1923  
 Received \$ 28.44 and issued  
 Receipt for same in payment of mortgage  
 Dated this 20 day of Feb. 1923  
 WAYNE L. DICKEY, County Treasurer  
 W.B.  
 Deputy

THIS INDENTURE, Made this sixteenth Day of February  
 A. D. 1923, by and between J. B. Murphree and  
 Pearl Murphree, his wife of the County of Tulsa  
 and State of Oklahoma, parties of the first part,  
 and Rosemary Sheehan party of the second part;

WITNESSETH: that the said parties of the first part, for and in consideration of  
 the sum of ONE THOUSAND 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 Four (4) in Claypool Sub Division according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments  
 and appurtenances thereto 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 whom-  
 soever.

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

FIRST. Said first parties are justly indebted unto the second party in the princi-  
 pal sum of ONE THOUSAND 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  
 16th, 1923, and payable to the order of said second party on the 16th day of February,  
 1926 at the First National Bank of Tulsa, Oklahoma with interest thereon from date until  
 maturity at the rate of 10 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) Fifty and no/100 Dollars, due on the 16th day of August  
 1923 and five notes for Fifty and no/100 dollars each due on the 16th day of each February  
 and August thereafter, the last falling due February 16th, 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 herein-  
 after provided, when the same become due, or in case of the breach of any covenant or con-  
 dition herein contained, the whole of said principal sum named herein, and interest there-  
 on, shall become immediately due and payable, and this mortgage may be foreclosed accordingly  
 And it is also agreed that in the event of any default in payment or breach of any covenant