

223484 C. J.

ELVA C. BARROWS

TULSA, OKLA.

STATE OF OKLAHOMA
REAL ESTATE MORTGAGE

I hereby certify that the foregoing is a true and correct copy of the original of the within instrument as the same was filed in the office of the County Treasurer of the County of Tulsa, Oklahoma, on the 27th day of February, 1923, at 2:00 p.m.

Wayne L. Daley, County Treasurer

This Indenture, made this 27 day of February in the year of our Lord, One Thousand Nine Hundred Twenty three by and between A. J. Glore a single man of the County of Tulsa and state of Oklahoma party of the first part, and J. J. DALY party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Five Thousand DOLLARS, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these persent does grant, bargain, sell convey and confirm, unto said party of the second part, and to his successors 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 southerly Ninety-five (95) Feet of Lot Eight (8) in Block Eleven (11) of North Tulsa, an Addition to the City of Tulsa, Oklahoma, 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 anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 he will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part his successors and assigns, forever, against the lawful claims of all persons whomsoever.

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

1. Said party of the first part is justly indebted to the party of the second part, in the principal sum of (\$5000.00) Five Thousand dollars, being for a loan made by the said party of the second part, to the said party of the first part, and payable according to the tenor and effect of Four (4) negotiable promissory notes, executed and delivered by the said party of the first part, bearing date February 27, 1923, and payable to the order of the said party of the second part, as follows:

One for \$1000.00 due February 27 1926

One for \$1000.00 due February 27 1926

One for \$1000.00 due February 27 1926

One for \$2000.00 due February 27, 1926

All payable at the office of Exchange National Bank, Tulsa, Okla., with interest thereon from date until maturity or default, at the rate of Eight (8) per cent per annum, and at the rate of 10 percent per annum after default or maturity, payable semi-annually, both before and after maturity, on the 27 days of August and February in each year. The installments of interest until maturity are further evidenced by 24 coupon interest notes, of even date herewith, and executed by the said party of the first part, each bearing interest after maturity at the rate of 10 per cent per annum.

2. The said party of the first part covenants and agrees to pay all taxes and assessments, general and special, and of whatever character whatsoever, on the said premises by the State of Oklahoma, or by the county, township or municipality, wherein said real estate is situated, when the same becomes due, and to keep the buildings upon the