

COMPARED

THIS INDENTURE, Made this 9th day of March, 1923, by and between ELMER W. KEE and OLIVE KEE, his wife, of the county of Tulsa and State of Oklahoma, parties of the first part, and A. J. Hamel, party of the second part, WITNESSETH:

THAT the said parties of the first part, for and in consideration of the sum of SIXTEEN HUNDRED DOLLARS (\$1600.00) to them in hand paid by the party of the second part, receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, and convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

All of Lot Four (4), in Hanlin Addition to the City of Tulsa,
Tulsa County, Oklahoma, according to the recorded plat thereof,
together with all improvements thereon.

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 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 they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, forever, against the lawful claims of any persons whomsoever.

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

FIRST: Said Elmer W. Kee and Olive Kee, his wife, are justly indebted unto the said party of the second part in the principal sum of Sixteen Hundred Dollars (\$1600.00), in lawful money of the United States, being for a loan thereof, made by the said party of the second part, to the said parties of the first part, and payable according to the tenor and effect of one certain negotiable promissory note, executed and delivered by the said first parties, bearing date of March 9th 1923, and payable in ninety-eight (98) payments.-- Ninety-seven payments to be in the principal sum of Sixteen and 41/100 Dollars, and the last note to be in the principal sum of Eight and 23/100 Dollars, said note to bear interest at the rate of eight per cent per annum, payable monthly in advance, interest payment on the first note to be \$10.67, and interest on each note thereafter to decrease Eleven (11) Cents. The first note, in the total sum of \$27.08, to be due April 9th 1923, All principal and interest to be paid at the office of Tulsa Security Company, 231 Iowa Building, Tulsa, Oklahoma.

SECOND: It is understood and agreed by and between the parties hereto, that this mortgage is given subject to a first mortgage for \$1200.00 to the Farm and Home Savings and Loan Association of Missouri, which mortgage is dated December 20th 1922, and payable in 120 monthly installments of \$22.92 each, and it is made a consideration hereof, that in case said mortgage to the Farm and Home Savings and Loan Association is allowed to become delinquent in two or more payment, that this mortgage shall immediately become due and payable, together with interest on same to date of payment.

THIRD: 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 such buildings and improvements on said land insured against fire and tornado in such companies and in such amounts as second party or assigns may name; that the policy or policies to have loss payable clause made to the holder hereof, as additional security to this loan, and if the taxes or insurance pre-