

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires November 28th, 1925 (SEAL) D. V. Morris, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 25, 1923 at 11:00 o'clock A.M. in Book 451, page 562

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

234103 C.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS,

COMPARED

8422  
10258  
25 June 1923  
W. H. L. County Treasurer

that L. E. ROBERTS AND THEODOSIA H. ROBERTS, his wife, hereinafter called the mortgagors have mortgaged, and hereby mortgages to the NEW YORK LIFE INSURANCE COMPANY, a corporation organized and existing under the Laws of

the State of New York, and having its principal place of business at No. 346 Broadway, City, County and State of New York, hereinafter called the mortgagee, its successors and assigns, all the following described real estate and premises situated in Tulsa, in the County of Tulsa, in the State of Oklahoma, to wit:

A plot or parcel of land fifty (50) Feet by One Hundred Forty (140) Feet, situated on the Northwestern corner of the intersection of Sixth and Main Streets, in the City of Tulsa, Tulsa County, Oklahoma, and being more particularly described as all of that part of Lot Three (3), of Block One Hundred Forty-nine (149) having a frontage of Fifty (50) feet on Main Street, a depth of One Hundred Forty (140) feet to an alley, a uniform width of Fifty (50) feet, and adjoining Sixth Street for the entire depth of said lot, described with reference to the Official Plat of the City of Tulsa, Oklahoma, approved by the Secretary of the Interior of the United States under date April 11, 1902.

With all the improvements thereon, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

This mortgage is given to secure the principal sum of One Hundred Thousand and no/100 Dollars, (\$100,000.) with interest thereon at the rate of five and one-half per centum (5½%) per annum, payable semi-annually from the 24th day of June, 1923, according to the terms of one certain promissory note in words and figures as follows, to-wit:

"Tulsa, Oklahoma, June 11, 1923.

"FOR VALUE RECEIVED, L.E. ROBERTS and THEODOSIA H. ROBERTS, his wife, promise to pay to the order of NEW YORK LIFE INSURANCE COMPANY, a corporation, duly organized and existing under the laws of the State of New York, at the Home Office of said New York Life Insurance Company, in the City of New York, State of New York, the principal sum of One Hundred Thousand Dollars (\$100,000.00), payable; \$5,000.00 on the 24th day of December, 1923 \$5,000.00 on the 24th day of June, 1924; \$2500.00 on each 24th day of June and on each 24th day of December in each year thereafter, to and including the 24th day of December, 1927, and \$72,500.00 on the 24th day of June, 1928, with interest on said sum of One Hundred Thousand Dollars (\$100,000.00) from the 24th day of June, 1923, until paid, (it being understood that upon payment of each instalment of principal the amount of such instalment paid to be deducted from the sum upon which interest is to be paid thereafter), at the rate of 5½ per centum per annum, payable semi-annually on the 24th days of June and December of each year, and, if any instalment or instalments of interest or principal are not paid upon the date on which the same shall become due and payable, we agree to pay interest upon such delinquent instalment or instalments of interest or principal from the date the same were due and payable until paid, at the rate of ten per cent. per annum. PROVIDED, HOWEVER, that the makers hereof