

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:

455

COMPARED

All of lots fifteen (15) sixteen (16) seventeen (17) eighteen (18) twenty-one (21) and twenty two (22) in Block twelve (12) and, all of lots one (1) two (2) three (3) four (4) five (5) six (6) nine (9) and ten (10) in block fifteen (15) and all of lots nineteen (19) twenty (20) twenty one (21) twenty two (22) twenty three (23) twenty four (24) twenty five (25) twenty six (26) and twenty seven (27) in block thirteen (13) all in Berry addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, together with all improvements thereon.

It is understood and agreed between the parties hereto, that this mortgage is given subject to a first mortgage for thirty thousand dollars, to the Farm and Home Savings and Loan Association of Missouri, said mortgage being dated April 20th, 1923, and payable in monthly installments, for 120 months.

It is further understood and agreed by and between the parties hereto, that in case parties of the first part so desire, party of the second part shall upon the payment of four hundred dollars (\$400.00) on principal, together with payment of all interest due to such date, release two lots, with 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 that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

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

First: Said Louise Berry Walker, and V. B. Walker, her husband are justly indebted to the said party of the second part in the principal sum of forty seven hundred seventy five and no/100 dollars, 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 two certain negotiable promissory notes executed and delivered by the said first parties bearing date April 25th, 1923, payable to the order of said second party on the 25th day of April, 1923, and 25th day of April, 1924, with interest thereon from date until maturity, at the rate of eight per cent per annum, payable semi-annually on the 25th day of April, and October in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by six coupons attached to said principal notes of April 25th, 1923, and of even date therewith and payable to the order of said party of the second part. All principal and interest payable at Tulsa Security Company, 231 Iowa Building, Tulsa, Oklahoma.

Second. 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