

234927 C.J.

REAL ESTATE MORTGAGE

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N. H. Luckey
R. B.
Deputy

KNOW ALL MEN BY THESE PRESENTS, That on this 2nd day of July 1923, C. A. Selby, of Tulsa County, State of Oklahoma, party of the first part, in consideration of the sum of Eleven Thousand and No/100

DOLLARS to him in hand paid by CHARLES E. DENT,

party of the second part, receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto said CHARLES E. DENT, his heirs, executors, administrators and assigns, the following premises situate in the County of Tulsa in the State of Oklahoma, with all the improvements thereon and appurtenances thereunto belonging, together with the rents, issues, and profits thereof, and more particularly bounded and described as follows, to-wit:

South Half (S $\frac{1}{2}$) of Lot Four (4), Block One Hundred Ninety Six (196) of the Original Town of Tulsa, Oklahoma

according to the official plat thereof, and warrant the title to the same.

TO HAVE AND TO HOLD The above granted premises, with appurtenances, rights and privileges, unto the said CHARLES E. DENT, his heirs, executors, administrators and assigns forever.

PROVIDED ALWAYS, This conveyance is made upon the following conditions and covenants to-wit:

First: Said first party hereby covenants and agrees, that he is lawfully seized in fee of the premises hereby conveyed, and that he has good right to sell and convey the same as aforesaid; that the said premises are free and clear of all incumbrances; that he will forever warrant and defend the title to the said premises against all lawful claims and demands.

Second: That he will pay to said second party, or order, Eleven Thousand and no/100 DOLLARS with interest thereon from July 2nd 1923 until paid, at the rate of 7 $\frac{1}{2}$ per cent per annum, payable semi-annually on the 2nd day of January and July in each year, in accordance with one certain promissory note of the said first party, due July 2nd 1928, with interest coupons attached of even date herewith.

Third: That during the continuance in force of this instrument, the said first party will pay all taxes, charges, assessments, rights or impositions, general or special, whether municipal, county, state or federal, that may be levied upon said real estate, when the same shall become, by law, due and payable, and that first party will exhibit once a year, on demand, receipts of the proper persons, to said party of the second part, his heirs, executors, administrators or assigns showing payment thereof, until the indebtedness hereby secured shall be fully paid. The said first party further agrees to constantly keep the said premises free from mechanic's liens and all other liens, and to preserve and protect the security hereunder against any adverse, superior or intervening claim or interest.

Fourth: That said first party will keep all buildings, fences, side-walks and other improvements on said real estate, in as good repair and condition as the same are in at this date, and permit no waste; that he will at no time permit any part of the premises to be used in the conduct of any illegal or disreputable business, or such as will tend to injure or unfit said premises for general business or residence purposes; that he will permit no unnecessary accumulation of combustible material upon said premises; that he will constantly keep in proper order all pipes, connections, fixtures and attachments of every kind relating to the plumbing for the use of natural or manufactured gas or both,