

F-463

KATHERINE K. BARROWS party of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Eight Hundred DOLLARS, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and by these present do grant, bargain, sell convey and confirm, unto said party of the second part, and to her successors and assigns, FOREVER, all of the following described tracts, pieces or parcels of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

Lots Numbered Twenty-one (21), Twenty-two (22) Twenty-three (23) and Twenty-four (24) in Block numbered Four (4); in Adams Addition to the City of Tulsa, as the same appears from 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 her successors 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 her 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 parties of the first part are justly indebted to the party of the second part, in the principal sum of (\$800.00) Eight Hundred Dollars, being for a loan 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 (1) negotiable promissory note, executed and delivered by the said parties of the first part, bearing date August 20, 1923 and payable to the order of the said party of the second part, as follows:

One for \$800.00 due August 20 1926

All payable at the office of Exchange National Bank, Tulsa Okla., with interest thereon from 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 20 days of February and August in each year. The installments of interest until maturity are further evidenced by Six (6) coupon interest notes, of even date herewith, and executed by the said parties of the first part, each bearing interest after maturity at the rate of 10 per cent per annum.

2. The said parties of the first part covenant and agree 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 mortgaged premises insured in some reliable fire and tornado insurance company approved by the party of the second part for the sum of \$800.00 and to assign the policies to the said party of the second part, as her interests may appear, and deliver said policies and renewals, to said party of the second part to be held by her until this mortgage is fully paid, and said parties of the first part assumes all responsibility of proof and care and expense of collecting such insurance of loss occurs.