

2474

the second part.

W. W. Buckley, County Treasurer

Deputy

COMPARED

Witnesseth, that said party of the first part, for and in consideration of the sum of two hundred thousand and no/100 dollars (\$200,000.00) to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey and confirm unto said party of the second part and to its successors or assigns, forever, all of the following tract, piece or parcel of land lying and being situate in Tulsa, Tulsa County, State of Oklahoma, to-wit:

All of lot one (1) and the north seventyfive (75) feet of lot two
(2) Block one hundred seventy three (173) original townsite of
Tulsa, according to the official plat thereof, together with all
improvements thereon.

To have and to hold the same, with all and singular the tements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemptions, unto the said party of the second part, and to its successors or assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that it will warrant and defend the same in the quiet and peaceful possession of said party of the second part, its successors 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 Tulsa Masonic Building Association being justly indebted to said party of the second part in the principal sum of two hundred thousand and no/100 (\$200,000.00) for money borrowed, have executed and delivered to said party of the second part five (5) certain principal promissory notes bearing even date herewith for the sum of Two Hundred Thousand and no/100 dollars (\$200,000.00) payable according to the terms of said notes, with interest thereon, from date until maturity at the rate of seven (7) per cent per annum, payable semi-annually on the first day of May and November in each year according to interest coupons attached to said notes, both principal and interest payable to the order of said party of the second part at its home office in the City of St. Louis, State of Missouri, in lawful money of the United States of America.

Said notes further provide that if default be made in the payment of any part of said money, either principal or interest when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holder, become due and payable, and both principal and interest are to bear interest at the rate of ten (10) per cent per annum after maturity.

Second, said party of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than two hundred thousand dollars (\$200,000.00) against loss by fire and not less than two hundred thousand dollars (\$200,000.00) against loss by wind-storm or tornado, the policy or policies to be delivered to said party of the second part, or its assigns, with standard mortgage clauses attached thereto in favor of said party of the second part as additional security to this loan, and if the taxes or insurance premiums, are not paid when due by the party of the first part, the holder hereof may pay the same and this mortgage shall be security also for such payments, with interest thereon, at the rate of ten per cent per annum, and the party of the first part assumes all responsibility