

261 755 - BH COMPANY

MORTGAGE.

This indenture, made this 19th day of June, 1924, by and between N. B. Feagin, Theodore Cox, W. T. Hunt, H. F. Aby, A. T. Allison, W. M. Wilson, John J. Allen, and L. M. Poe, a majority of the Trustees of the Boston Avenue Methodist Episcopal Church, South, and as such Trustees of Tulsa County, State of Oklahoma, parties of the first part, and C. B. Walker of Tulsa, Oklahoma, party of the second part;

Witnesseth, that said parties of the first part in consideration of the sum of fifteen thousand dollars (\$15,000.00) the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns all of the following described real estate situated in Tulsa County, State of Oklahoma, and known and described as follows, to-wit:

Lot two (2) in block one (1) Oak Grove addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of three promissory notes of even date herewith, one for twenty five hundred dollars (\$2500.00) due the first day of January, 1925, one for sixty two hundred and fifty dollars (\$6250.00) due the first day of January, 1926, and one for sixty two hundred and fifty dollars, (\$6250.00) due the first day of January, 1927, each bearing interest at seven (7) per cent per annum from October first, 1924, payable semi-annually on the first day of April, and the first day of October thereafter, payable to C. B. Walker, or order at Tulsa, Oklahoma, and signed by the first parties.

Said first parties agree to keep the buildings on said premises insured in the sum of forty two hundred dollars for the benefit of the mortgagee.

The first parties further agree that in case of foreclosure of this mortgage they will pay ten per cent of the amount due as attorneys fees.

Now, if said parties of the first part shall pay or cause to be paid to second party his heirs or assigns the sum of money in the above described notes mentioned together with interest thereon then this mortgage shall become void, otherwise to remain in full force and effect.

If said property is not kept insured as above provided, and if any and all taxes and assessments which are or may be lawfully levied and assessed against said premises are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at ten per cent per annum until paid or the holder of this mortgage may elect upon such default to declare all notes secured by this mortgage to be due and may proceed to foreclose same. Appraisement is hereby waived.

In witness whereof, the said parties of the first part have hereunto set their hands, as such Trustees, the day and year first above written.

N. B. Feagin,
Theodore Cox,
W. T. Hunt,
H. F. Aby,
A. T. Allison,
W. M. Wilson,
John J. Allen
L. M. Poe, As trustees of the Boston Avenue
Methodist Episcopal Church, South.

State of Oklahoma)
County of Tulsa) Before me, G. C. Cole, a Notary Public, in and for said County and State
on this 19th day of June, 1924, personally appeared N. B. Feagin, Theodore Cox, W. T. Hunt,