

262784 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$72 and issued Receipt No. 15739 therefor in payment of mortgage tax on the within mortgage.

Dated this 17 day of July 1924

W. W. Stanley, County Treasurer

Deputy

party of the second part:

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this Twelfth day of July, A.D. 1924 by and between John Oliver McGrew and Beulah McGrew, his wife of the County of Tulsa, and State of Oklahoma, parties of the first part, and Mrs. J. V. Horrigan, Executrix of the Estate of Mary T. Sheehan

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of TWELVE HUNDRED Dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to her heirs and assigns, forever, 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:

Lots Nine (9) and Ten (10) in Block One of Maryland Gardens Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to her heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good 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 heirs and assigns, forever, against claims of all persons whomsoever.

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

FIRST. Said first parties are justly indebted unto the second party in the principal sum of TWELVE HUNDRED (1200) Dollars, being for a loan made by the said second party to the said first parties, and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties, bearing date July 12th, 1924 and payable to the order of said second party on the 12th day of July, 1927, at First National Bank, Tulsa, Oklahoma with interest thereon from date until maturity at the rate of ten per cent per annum payable semi annually, which interest is evidenced by six (6) coupon interest notes of even date herewith, and executed by the said first parties one, (the first) for Sixty and no/100 Dollars, due on the twelfth day of January 1925 and five (5) notes for Sixty & No/100 Dollars each due on the twelfth day of each July and January thereafter, the last one falling due July 12th, 1927. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second party at The First National Bank, Tulsa, Oklahoma with exchange on New York.

SECOND. The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD. It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, the premium for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately