

#289178-CW.

REAL ESTATE ^{Oklahoma} FIRST MORTGAGE

THIS INSTRUMENT
 This instrument is for the sum of \$4,000
 and is recorded in Book 20482
 of the Public Records of the County of Tulsa, State of Oklahoma.
 Dated this 25th day of June, 1925.
 W. W. [Signature] County Auditor

THIS INDENTURE, Made this 28th day of May, in the year of our Lord One Thousand Nine Hundred and Twenty-five by and between Edward L. Swain, a single man, (being of lawful age) of the County of Tulsa, and State of Oklahoma, party of the first part, and THE MISSOURI STATE LIFE INSURANCE COMPANY (a corporation) of St. Louis, Missouri, party of the second part.

WITNESSETH, That said party of the first part, for and in consideration of the sum of Four Thousand and No/100 DOLLARS, to him 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 described tract, piece or parcel of land lying and situate in the County of Tulsa, City of Tulsa and State of Oklahoma, to-wit:

WEST Sixty-five (65) feet of Lots Forty-One (41) and Forty-two (42) Block Six (6) Orchard Addition to the City of Tulsa, according to the recorded plat thereof, together with all improvements thereon.

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 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 he 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 he 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 Edward L. Swain, a single man, being justly indebted to said party of the second part in the principal sum of FOUR THOUSAND AND NO/100 DOLLARS, for money borrowed has executed and delivered to said party of the second part one certain principal promissory note bearing even date herewith for the sum of Four Thousand and No/100 DOLLARS, payable according to the terms of said note, with interest thereon from date until maturity at the rate of six (6) per cent per annum, payable semi-annually on the first day of June and December in each year according to interest coupons attached to said note 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 note further provides 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 holders, become due and payable, and both principal and interest are to bear interest at the rate of ten 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 \$5000.00 against loss by fire and

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