

York, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Three Thousand Two Hundred fifty and No/100 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 its successors and assigns, forever, all of the following described tract, piece, or parcel of land lying and situate in the County of and State of Oklahoma, to-wit: South twenty feet (20') of Lot seven (7) and the North twenty feet (20') of Lot Eight (8) in Block Three (3) of Maywood Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its heirs 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 WARRANTY AND DEFEND the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to the Mortgage-Bond Company of New York, its successors or assigns, payable at the First National Bank of Tulsa, Oklahoma, the principal sum of Three Thousand Two Hundred Fifty and No/100 Dollars, according to the terms and conditions of the one promissory note, made and executed by Elsie E. Murphy and J. E. Murphy, her husband, parties of the first part, bearing even date herewith, with interest thereon from date at the rate of seven per cent per annum, payable semi-annually, but with interest after maturity at the rate of ten per cent per annum, which interest is evidenced by coupon interest notes thereto attached.

Second. Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land, assessed by the State of Oklahoma, if any there be, or by the county or town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of Three Thousand Two Hundred Fifty and No/100 Dollars, and to assign the policies to said party of the second part, as its interests may appear, and deliver said policies and renewals to said party of the second part, to be held by it until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

Third. In the event said parties of the first part fail to insure said buildings or to pay the taxes and assessments on the land before delinquent, then party of the second part, its successors or assigns, may insure said property and pay such taxes and assessments, and the money expended therefor shall be secured by this mortgage and bear interest from the date of payment by the second party at the rate of ten per cent per annum, payable semi-annually.

Fourth. 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.

Fifth. It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest

490

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J. E. Murphy