270743 - BH

REAL ESTATE MORTGAGE.

Dated the D day of 1922 W. W Starkey, Canny The W.

This indenture, made this 13th day of October, A.D. 1924, by and between J.A. Brooks, a single man, of Tulsa County, State of Oklahoma, party of the first part, and A llen S.Barrows, party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of twenty eight hundred dollars, to him 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, does grant, bargain, sell and conney unto said party of the second part, and to his heirs and assigns, forever all the following described real estate, situated, in the County of Tulsa, State of Oklahoma, to-wit:

Allof lot thirteen (13) in block two (2) of the Amended plat of subdivision of bloks two (2) three (3) and seven (7) of Terrace Drive addition to the Caty of Tulsa,

according to the recorded plat thereof, appurtenances and with the tenements/ hereditaments thereunto belonging, and all the estate, title and interst of the said party of the first part herein, together with the rents, issues and profits thereof. And thesaid 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 thereif, free and clear of all incumbrances.

This mortgage is given to secure a part of the purchase price to be paid by the gramutors hereof for the above described property.

This grant is intended as amortgage to secure the payment of the sum of twenty eight hundred dollars, together with interest thereon according to the termsof one certain promissory note executed and delivered by the said party of the first part to the said party of the second part, described as follows: A note for \$2,800.00 of even date herewith, due and payable November 1st, 1927. with interest theremat the rate of eight per cent per annum until due, and at the rate of ten per centper annum after maturity until paid. the interest before maturity is further evidenced by coupons attached to said principal note numbered one to six inclusive and due on the first days of May and November, of each year bearing interest at the rate of ten per cent per annum after maturity until paid.

Said party of the first part, shall, while anypart of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$3000.00 and the policy in case of loss, payable to the holder as his interest mayappear, whether the debt be due or and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts to paid shall be a lien on the premises and resaid and deaw interest at the rate of ten per cent per annum, payable semiannually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the party of the first part shall fail to apay or cause to be paid, any of the note or notes secured hereby, or shall fail in anyof the terms or conditions of the said prior band or mortgage, or if at any time there remains unpaid any interest, insurance premuims, taxes or assessments after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage shall immadiately become due and payable, at the option of the holder hereof, without

COMPARED BY