

of St. Louis, in the State of Missouri, of the second part.

Witnesseth: The said parties of the first part, in consideration of the sum of three thousand dollars (\$3000.00) the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot twenty (20) in block one (1) in Boswell's Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, unto the said party of the second part, its successors and assigns, together with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

Provided, always, and these presents are upon this express condition that whereas said E. H. Zachariae and Mae E. Zachariae, his wife, have this day executed and delivered ten certain promissory notes in writing to said party of the second part, described as follows:-

Note #1 for the sum of \$75.00 due May 1st, 1925, note #2 for the sum of \$75.00 due November 1st, 1925, note #3 for the sum of \$75.00 due May 1st, 1926, Note #4 for the sum of \$75.00 due November 1st, 1926, Note #5, for the sum of \$75.00 due May 1st, 1927, Note #6 for the sum of \$75.00 due November 1st, 1927, Note #7 for the sum of \$75.00 due May 1st, 1928, Note #8 for the sum of \$75.00 due November 1st, 1928, Note #9 for the sum of \$75.00 due May 1st, 1929, Note #10, for the sum of \$2325, due November 1st, 1929. Each of the ^{above} mentioned notes bears interest from date to maturity at the rate of 7% per annum which is evidenced by interest notes attached to said principal notes which notes are payable semi-annually. Both principal and interest notes above mentioned bear interest after maturity at the rate of 10% per annum.

First parties shall keep the building on said premises insured against loss by fire and wind for not less than \$3000.00 with standard mortgage clauses to be attached in favor of second party. Upon failure to so insure, second party may procure such insurance and the ^{expended} premises therefor shall be added to this indebtedness, and such advance shall draw interest at the rate of 10% per annum.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

E. H. Zachariae,
Mae E. Zachariae.

ACKNOWLEDGEMENT.