

certain tract or parcel of land known as lot one (1) in block one hundred ten (110) of the original townsite of Tulsa, containing 14,000 square feet, more or less, situated in Tulsa County, State of Oklahoma; and

Whereas, heretofore by written instrument dated April 19th, 1924, said The Atchison, Topeka and Santa Fe Railway Company demised and leased said property and premises to J. S. Bryan, O. F. Bryan and D. C. Bryan, co-partners doing business as J. S. Bryan & Sons, for a term of twenty five years, which lease is in writing, reference thereto being hereby made.

This indenture, made this 1st day of October, 1924, by and between J. S. Bryan, O. F. Bryan and D. C. Bryan, co-partners doing business as J. S. Bryan & Sons, hereinafter known as parties of the first part, and the Security National Bank of Oklahoma, <sup>City</sup> Oklahoma, a corporation, hereinafter known as party of the second part.

Witnesseth: The said parties of the first part, in consideration of the sum of twenty thousand (\$20,000.00) dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey and mortgage unto said party of the second part, its successors and assigns, the following described property and premises situated in Tulsa County, State of Oklahoma, to-wit:

All buildings and improvements of every kind and character, now erected or hereafter to be erected by said parties of the first part, their successors, heirs and assigns, upon all of lot one (1) in block one hundred ten (110) of the original townsite of Tulsa, Tulsa County, State of Oklahoma, same being so erected and to be erected under and by virtue of the leasehold agreement with the Atchison, Topeka and Santa Fe Railway Company, above referred to.

Said parties of the first part do hereby grant, bargain, sell, transfer and assign to said party of the second part, the said lease and leasehold and all their rights, title and interest in and to said property and premises under and by virtue of said lease above referred to, subject to all the covenants and conditions therein contained.

To have and to hold the same, together with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining.

This instrument is intended as a mortgage to secure to the party of the second part, the payment of twelve (12) promissory notes of even date herewith, payable as follows:

One for \$500.00 due November 1, 1924, One for \$500.00 due May 1, 1925.  
 one for \$500.00, due December 1, 1924 One for \$500.00 due June 1, 1925.  
 One for \$500.00, due January 1, 1925 One for \$500.00, due July 1, 1925,  
 One for \$500.00, due February 1, 1925, One for \$500.00, due August 1, 1925,  
 One for \$500.00 due March 1, 1925 One for \$500.00, due September 1, 1925,  
 One for \$500.00, due April 1, 1925,

and one for fourteen thousand five hundred (\$14,500.00) dollars, due October 1, 1925, all of which notes are made to the Security National Bank of Oklahoma City, Oklahoma and payable at its banking office in Oklahoma City, together with interest on them at the rate of six (6%) per cent per annum, interest being payable semi-annually, and which said notes are signed by first parties.

Said first parties covenant that they are the owners of said buildings and improvements and of said leasehold and that the same are free and clear of all encumbrances.

Said first parties further covenant and agree to keep the buildings on said premises insured for the benefit of second party or assigns against any loss by fire or tornado for at least the sum of \$\_\_\_\_, in such manner and in such company as will be satisfactory to second party, such policy or policies to be constantly assigned or pledged to party of the second part, and said policies, together with any renewals thereof shall be delivered to and remain in the possession of party of the second party until the indebtedness secured by this instrument shall be fully paid, and the said policy or policies shall contain provisions that in case of loss, same shall be paid to second party or assigns.

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 E. C. and J. M.