

COMPARED

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, made this 18th, day of February, 1909, by and between E. R. Barrett and Maud S. Barrett, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and W. I. Stewart, of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Twenty-six Hundred (\$2600) Dollars, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, and do by these presents grant, bargain, sell convey and confirm unto the said party of the second part, and to his heirs, executors, administrators or assigns; forever, all of the following described tract of land, situated in Tulsa, in Tulsa County, State of Oklahoma, to-wit:

An undivided one half interest in and to the West 65 feet of Lot 4, and the South 40 feet fronting on Denver Avenue by 65 feet deep of Lot Five (5) in Block 69 in the City of Tulsa, Oklahoma: also an undivided one half interest in and to the machinery paraphernalia and appliances of whatsoever kind and character, now used and belonging to and incident to the Model Steam Laundry, now located on said above described property, including horses, wagons, etc.

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 exemption unto the said party of the second part, and to his heirs and assigns forever.

This mortgage is given as security for the performance of the covenants herein, and the payment to W. I. Stewart, the party of the second part, the principal sum of Twenty Six Hundred Dollars, due to said second party for an actual loan of ~~of the~~ said amount on or before the 18th, day of February, 1912, according to the terms and conditions of one principal note ^{the} in amount of Twenty Six Hundred Dollars, dated the 18th, day of February, 1909, bearing interest at the rate of ten per cent, made and executed by the parties of the first part.

SECOND: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said lands, 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 _____ Dollars, and to assign the policies to said party of the second part, as his interest may appear, and deliver said policies and renewals to said party of the second part, to be held by him until this mortgage is fully paid, and the said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. In the event of any default by the party of the first part in any payment or payments of taxes, assessments of any kind, or of insurance premiums, party of the second part may pay same, and such sums so paid shall thereafter draw interest at the rate of 8 per cent per annum.

THIRD: It is further expressly agreed by and between the parties, hereto, that if any ~~part of either said principal or interest notes when the same become due or in case of default in the payment of~~ fault be made in the payment of, any installment of taxes or assessments upon said premises, or the premium for said fire insurance, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum herein named, and the interest thereon, shall immediately become due and payable, at the option of the second party and this mortgage may be immediately foreclosed,

Now if said parties of the first part shall well and truly pay to the said party of the second part, his heirs, executors, assigns or administrators, the sum of money hereinbefore recited, and all other amounts which may be paid out by said second party or assigns, under the provisions of this mortgage, and all other indebtedness which may be due said party or assigns, at the times herein stipulated, then this conveyance shall be null and void/ otherwise to remain in full force and effect. And in case of any default in the payment of