

Filed for record at Tulsa Nov. 26, 1909 at 10:15 o'clock A .M.

H.C. Walkley, Register of Deeds (SEAL)

COMPARED

This Mortgage made and entered into this Nov 1st 1909, between Octavia Owens and A. B. Owens, parties of the first part, and N. B. Hays, party of the Second Part.

Witnesseth, That, in consideration of Three Thousand Five Hundred Dollars (\$3500) cash, this day loaned to said Octavia Owens and A.B. Owens, by said N. B. Hays, the receipt whereof is hereby acknowledged, the parties of the first part do, by these presents grant, bargain, sell and convey unto the Party or the Second part, his heirs and assigns the following described real-estate, situated, lying, and being in the City of Tulsa, Tulsa County, Oklahoma, and more definitely described, to-wit: beginning on the east side of Elgin Street at the intersection of said street with Fourth Street, thence Southward with Elgin Street 100 feet to a stake, thence Eastward and at right angles with Elgin Street 140 feet to an alley, thence Northward with said alley 100 feet to a stake in the edge of Fourth Street, thence Westward with Fourth Street 140 feet to the place of beginning, being Lot 6 (Six) in Block 140 (One Hundred Forty) in the original Townsite of Tulsa as shown on the recorded plat thereof and being the place where said Owens now reside, with all the improvements thereon and in course of construction free from any and all liens whatsoever. The said loan is evidenced by the note of the parties of the First Part to the Party of the Second part of even date herewith and is in words and figures, to-wit:

\$3500.00

"Tulsa, Oklahoma Nov. 1st, 1909.

Three years after date, we promise and agree to pay N. B. Hays or order Three Thousand Five Hundred Dollars with nine per cent interest payable semi-annually from date until paid, and, if any semi-annual interest is not paid when due, then said interest is to draw interest thereafter at the rate of nine per cent until paid, and should the whole interest be unpaid for a year at any time then both principal and interest of this note shall become due and payable. This note is secured by a mortgage upon Lot 6 in Block 140 in the original Townsite of Tulsa, Oklahoma as shown on the recorded plat thereof, together with all the improvements thereon. Value received. The makers of this note are given the privilege of paying same upon sixty days notice of their intention so to do, at any any interest paying date, after one year.

Octavia Owens

A. B. Owens

To have and to hold the same unto the said party or the second Part, his heirs and assigns, together with all and singular the tenements, hereditaments, improvements and appurtenances thereunto belonging or in anywise appertaining forever; and the Parties of the First Part covenant to and with the party of the Second part that said Octavia Owens is seized with a fee simple title to said property and is the owners thereof; that said property is free from any and all encumbrances, including taxes, and that they will keep said property insured for the benefit of the party of the Second Part for \$-----, and that they will keep said property free from all encumbrances whatsoever.

Provided, however, these presents are upon the express condition that the said Parties of the First Part have executed, signed, and delivered.