

COMPARED

## STATE OF OKLAHOMA REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 30<sup>th</sup> day of September, in the year of our Lord, One Thousand Nine Hundred Nine, by and between Guy D. McKenzie, a single man of the County of Tulsa and State of Oklahoma, party of the first part, and Alice G. Barrows party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Seven Hundred Fifty Dollars, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part, and to her successors and assigns forever, all of the following described tract piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The Southerly Thirty Five (35) feet of the Southerly Seventy (70) feet of Lot Numbered Eight (8) in Block numbered Three (3) in the Town of North Tulsa, as shown by the Government Survey and Plat thereof.

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 her successors and assigns forever. And the said 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 therein, free and clear of all incumbrances and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, her successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made and executed upon the following conditions to wit:

1. Said party of the first part is justly indebted to the party of the second part, in the principal sum of (\$750.00) Seven Hundred Fifty Dollars, being for a loan made by the said party of the second part, to the said party of the first part, and payable according to the tenor and effect of Four negotiable promissory notes, executed and delivered by the said party of the first part, bearing date September 30, 1909, and payable to the order of the said party of the second part, as follows:

One for \$100.00 Due March 30<sup>th</sup> 1910 One for \$100.00 Due September 30<sup>th</sup> 1910.

One for \$100.00 due March 30<sup>th</sup> 1911. One for \$450.00 Due September 30<sup>th</sup> 1911.

All payable at the office of Central National Bank, St. Louis, Mo., with interest thereon from date until maturity or default, at the rate of ten per cent per annum, and at the rate of 10 per cent per annum after default or maturity, payable semi-annually both before and after maturity, on the 30<sup>th</sup> day of March and September in each year. The installments of interest until maturity <sup>are further</sup> being evidenced by ten coupon interest notes, of even date herewith, and executed by the said party of the first part, each bearing interest after maturity at the rate of 10 per cent per annum.

2. The said party of the first part covenants and agrees to pay all taxes and assessments, general and special, and of whatever character whatsoever, on the said premises and any and all taxes or assessments that shall be made upon said loan, or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County, Township or municipality wherein said real estate is situated, when the same becomes due, and to keep the buildings upon the mortgaged premises insured in some reliable fire and tornado insurance company approved by the party of the second