

Filed for record at Tulsa, Okla May 23, 1910 at 10:45 o'clock A.M.

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

COMPARED

Mortgage.

THIS INDENTURE, Made this Second (2nd) day of May in the year of our Lord One thousand nine hundred and ten Between Lovina Wiley and C. Zenas Wiley, her husband, both of Tulsa, Oklahoma parties of the first part, and The Detroit United Bank of Detroit, Michigan, a corporation duly organized and doing business under the laws of the State of Michigan, party of the second part.

WITNESSETH, that the said parties of the first part for and in consideration of the sum of Twenty five Hundred (2500) dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released, enfeoffed, and confirmed and by these presents do grant, bargain, sell, release, enfeoff and confirm unto the said party of the second part, its successors and assigns, forever all that certain piece or parcel of land, situate lying and being in the County of Tulsa, and State of Oklahoma, described as follows, That part of Lot number one (1) Block Number two Hundred four (204) more particularly described as follows: being fifty by one hundred forty (50 x 140) feet and having fifty (50) feet front on Boston Avenue, South, and one hundred forty (140) feet depth on Twelfth Street east, size of ground Fifty by one hundred forty (50 x 140) Tulsa, Oklahoma.

Together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above bargained premises unto the said party of the second part, its successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever: And the said parties of the first part for themselves and heirs, executors, and administrators, do covenant, grant, bargain, and agree to and with the said party of the second part, its successors and assigns, that at the time of the delivery of these presents they are well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever, and that they will and their heirs, executors, administrators and assigns shall forever warrant and defend the same against all lawful claims whatsoever; provided always, and these presents are upon the express condition, that if the said parties of the first part shall and do well and truly pay or cause to be paid to the said party of the second part, its successors and assigns, the sum of Twenty five Hundred (2500) Dollars with interest according to a certain bond bearing even date herewith, executed by Lovina Wiley and C. Zenas Wiley to said party of the second part, its successors and assigns, to which these presents are collateral, and shall also pay and discharge all taxes and assessments, general or special, or of whatsoever nature now existing on said land and improvements thereon, and pay when due and within the time required by law all taxes and assessments of whatever nature as shall by any authority while the money secured by these presents remains unpaid, be levied or imposed, First, upon the premises above described, second, upon the indebtedness represented by this mortgage (or the balance thereof remaining due) or the interest or estate in said land created by the same, whether levied against the grantor herein or otherwise (provided, however that the total amount of taxes which said first parties agree to pay by reason of said second clause above set forth, together with the interest provided for herein shall not exceed in any year 10 per cent per annum on the amount of said indebtedness from time to time outstanding and unpaid)