

state of Oklahoma, to-wit:

Lot two (2) in block one (1) Harbours addition to Tulsa, Okla.

To have and to hold the same unto the said Party of the second Part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

Subject to mortgages as follows, one in favor of Detroit United Bank for \$744 and one in favor of J. J. Harbour for \$600.00.

Provided always, and these presents are upon this express condition that whereas said Edward C. Upton and Dorothy Upton, have this day executed and delivered two certain Promissory notes in writing to said Party of the second Part described as follows:

\$18.92

Tulsa, Okla., Jan'y 30, 1911.

Sixty days after date, for value received, I, we or either of us Promise to Pay to the order of Alfred B. Keech, eighteen and 92/100 dollars, at Tulsa, Okla with interest at the rate of 8 Per cent Per annum, Payable annually from date until Paid. The interest, if not Paid when due, to become as Principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal Proceedings they agree to Pay an additional sum of ten Per cent on the amount of this note as attorney's fees.

\$356.00

Tulsa, Okla., Jan'y 30" 1911.

after date, for value received, I, we or either of us Promise to Pay to the order of Alfred B. Keech, three hundred and fifty six dollars, Payable at the rate of \$5.00 Per month, commencing on the 1st day of Feb'y 1911, and \$5.00 on the 1st day of each succeeding month thereafter until the whole amount is fully paid, at Tulsa, Okla, with interest at the rate of 8 Per cent Per annum, Payable annually from date until Paid. The interest if not Paid when due, to become as Principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal Proceedings they agree to Pay an additional sum of ten Per cent on the amount of this note as attorney's fees.

Now if said Parties of the first Part shall pay or cause to be Paid to said Party of the second Part his heirs or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But, if said sum or sums of money or any Part thereof, or any interest thereon is not Paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said Premises or any Part thereof are not Paid when same are by law made due and Payable, the whole of said sum or sums, and interest thereon, shall then become due and Payable and said Party of the second Part shall be entitled to Possession of said Premises. And said Parties of the first Part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the exemption homestead and stay laws of the state of Oklahoma.

In witness whereof the said Parties of the first Part have hereunto set their hands the day and year first above written.

Edward C. Upton

Dorothy Upton

State of Oklahoma, Tulsa county, SS.

before me J. R. Clark, a notary Public in and for said county and state, on this 30 day of January, 1911, Personally appeared Edward C. Upton and Dorothy Upton, to me known to be the identical Persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.