

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 8th day of October, A. D. 1909 by and between Abie G. Ducey
and Elba L. Ducey, husband and wife
of the County of Tulsa and State of Oklahoma, part one of the first part, and
H. M. Sutton part two of the second part:

WITNESSETH, That the said parties of the first, for and in consideration of the sum of One thousand and no/100 Dollars, to
them in hand paid, by the said part two of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents
do grant, bargain, sell, convey and confirm unto the said party of the second part and to her heirs 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 east half of the southeast quarter (E 1/2 SE 1/4) of section twelve (12) of
township seven north (7N) and range thirteen (13E) east of the Indian Base
& Meridian

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and all
rights of homestead exemption unto the said party of the second part, and to her heirs and assigns forever. And the said parties of the first part do hereby
covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good, indefeasible estate of inheritance there-
in, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, her
heirs and assigns, forever, against the lawful claims of all persons whomsoever.

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

First: Said first part are justly indebted unto the said second part two in the principal sum of One thousand and no/100
Dollars, being for a loan made by the said second part two to the said first part one, and pay-
able according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first part one bearing date October
8th 1909, and payable to the order of said second part two on the eightth day of October 1914 at office of H. M. Sutton
with interest thereon from date until maturity at the rate of six per cent per annum, payable annually, which interest is evidenced by five coupon
interest notes of even date herewith, and executed by the said first part one, (the first) for fifty & no/100 Dollars, due on the 5th day of
October 1910 and four notes for fifty & no/100 Dollars each due on the 8th day of October
1911, 1912, 1913

respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second
party two at office of H. M. Sutton, Tulsa, Okla. with exchange on New York.

SECOND: The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not
to commit or allow any waste on said premises.

THIRD: It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest
notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for fire
insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named
herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any de-
fault in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the part two of the second part, or her assigns, as
additional collateral security and said part two of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise.

FOURTH: Said part one of the first part hereby agree, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee
of One hundred & no/100 Dollars, which this mortgage also secures.

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described and all renewal principal
or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same
during the said time of extension.

SIXTH: Said part one of the first part hereby covenant and agree to pay all taxes and assessments of whatever character on said land, and any 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 or Town wherein said land
is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the part two of the
second part for the sum of _____ Dollars, and to assign the policies to said part two of the second part, to be held by _____ until this mort-
gage is fully paid and said part one of the first part assume all responsibility of proof and expense of collecting such insurance if loss occurs.

SEVENTH: It is further agreed by and between the parties hereto that should any right be granted upon said premises at any time for oil or gas, or mining operations
be commenced upon said premises, whether by shut-ming, stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other sub-
stances of any character whatsoever, such act of mining shall operate to make the debt which this mortgage secures payable upon demand, and second part two hereto shall
be entitled to demand and receive from the first part one full payment of said mortgage debt at any time within three months after (said second part two) may demand such pay-
ment; and in the event first part one fail to pay said debt immediately upon such demand being made, then the second part two shall be entitled to enforce the payment of

such debt by action to foreclose this mortgage the same as if first part one had defaulted in the performance of all the other provisions hereof resting upon them to do.
And the said part one of the first part, for the said consideration do hereby expressly waive appraisal of said real estate, and all benefit of the homestead exemp-
tion and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seal, on the day and year first above
mentioned.

Abie G. Ducey (Seal.)
Elba L. Ducey (Seal.)

State of Oklahoma, ss.

County of Tulsa.

Before me, F. M. Sutton a Notary Public, in and for said County and State, on this 8th day of
October A. D. 1909 personally appeared Abie G. Ducey
and Elba L. Ducey husband and wife 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.

WITNESS my hand and official seal the day and year last above written.

My commission expires

March 16th 1911 (Seal)

Notary Public.

Filed for Record the 9 day of Oct A. D. 1909 at 4:30 o'clock P. M., and Recorded the _____ day of _____ A. D. 19____

By

Deputy.

(Seal)

H. M. Sutton

Register of Deeds.