

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 29th day of November, A. D. 1910, by and betweenof the County of Tulsa, and State of Oklahoma, part of the first part, and

part of the second part:

WITNESSETH, That the said part of the first, for and in consideration of the sum of fourteen hundred and no/100ths Dollars, to be paid in hand paid, by the said part of the second part, the receipt whereof is hereby acknowledged, has been granted, bargained and sold, and by these presents do sell grant, bargain, sell, convey and confirm unto the said part of the second part and to his 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 south half (S 1/2) of lot eight (8) of Block nine (9) of the original town of Tulsa, according to the government plat thereof, more particularly described as follows: commencing at the southeast corner of said lot eight (8) and running thence northwardly along the south line of said lot to the southeast corner thereof; thence northwardly along the east line of said lot for a distance of 50 feet; thence in a southeasterly direction parallel with the south line of said lot to the street line thereof; thence in a southeasterly direction along the street line of said lot to the place of beginning.

For value received, I acknowledge satisfaction and payment in full of the value received, I acknowledge satisfaction and payment in full of the within mortgage; and same is hereby released within mortgage, and same is hereby released.

Signed and acknowledged before me

April 18 1913

Signed and acknowledged before me

April 15 1913Leola Glase

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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 part of the second part, and to his heirs and assigns forever. And the said part of the first part does hereby covenant and agree that at the delivery hereof she is lawful owner of the premises above granted and seized of a good, 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 part of the second part, his 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 of is justly indebted unto the said second part of in the principal sum of fourteen hundred and no/100ths Dollars, being for a loan made by the said second part of to the said first part of and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first part of, bearing date November 29th 1910, and payable to the order of said second part of on the first day of December 1915 as officer of 5th Tulsa with interest thereon from date until maturity at the rate of seven per cent per annum, payable semi annually, which interest is evidenced by the coupon interest notes of even date herewith, and executed by the said first part of one, (the first) for forty-nine Dollars, due on the 1st day of June 1911 and same note of forty-nine Dollars each due on the 1st day of December 1911 and first and December of 1912, 1913, 1914 and 1915 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 part of at office of 5th Tulsa with exchange on New York.

SECOND: The said part of the first part agree d 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 herunto 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 default in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the part of the second part, or his assigns, as additional collateral security and said part of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise.

FOURTH: Said part of the first part hereby agree d, in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of one hundred and no/100ths 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 of the first part hereby covenant and agree d 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 of the second part for the sum of fourteen hundred and no/100ths Dollars, and to assign the policies to said part of the second part, to be held by him until this mortgage is fully paid and said part of the first part assume d all responsibility of proof and care and expense of collecting such insurance if loss occurs.

SEVENTH: It is further agreed by and between the parties hereto that should drilling be commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft-mining, stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and second part of hereto shall be entitled to demand and receive from the first part full payment of said mortgage debt at any time he (said second part of hereto) may demand such payment; and in the event first part of fail to pay said debt immediately upon such demand being made, then the second part of shall be entitled to enforce the payment of such debt by action to foreclose this mortgage the same as if first part of had defaulted in the performance of all the other provisions hereof resting upon to do.

And the said part of the first part, for the said consideration do hereby expressly waive appraisalment of said real estate, and all benefit of the homestead exemption 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 part of the first part hereunto subscribe a his name and affix his seal, on the day and year first above mentioned.

State of Oklahoma,

County of Tulsa.

Before me James F. McCoy a Notary Public, in and for said County and State, on this 29th day of November, A. D. 1910, personally appeared L. C. Wells (single)

and he to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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

Nov. 21 1911

Notary Public.

Filed for Record the 29 day of Dec, A. D. 1910, at 3 o'clock P.M., and Recorded the day of A.D. 19

By

Deputy.

Register of Deeds.