

REAL ESTATE MORTGAGE.

THIS INSTRUMENT, Made this 10th day of March, A. D. 1911, by and between Joe Pautler and
Mary Pautler, his wife
 of the County of Tulsa, and State of Oklahoma, part of the first part, and
J. B. Pautler of Waterloo, Illinois part of the second part:

WITNESSETH, That the said parties of the first, for and in consideration of the sum of Four Thousand & No. (\$4000.00) Dollars, to
them in hand paid, by the said party 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 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:

Lot Twenty-seven (27) in Block Twenty-one (21) in the
Midland Addition to the Town of Bixby according to the
survey and plat of said Addition

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 his heirs and assigns forever. And the said parties of the first part do hereby
 covenant and agree that at the delivery hereof they are 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, 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 was justly indebted unto the said second party in the principal sum of Four Thousand
& No. (\$4000.00) Dollars, being for a loan made by the said second part to the said first part, and pay-
 able according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first part, bearing date
March 10th 1911, and payable to the order of said second part on the 10th day of March, 1912 at Bixby Okla
 with interest thereon from date until maturity at the rate of 6 per cent per annum, payable annually, which interest is evidenced by coupon
 interest notes of even date herewith, and executed by the said first part, one, (the first) for Dollars, due on the day of
 and note for Dollars each due on the day of

RESPECTIVELY. Each of said principal and interest notes bear interest after maturity at the rate of per cent per annum, and are made payable at the order of said second
 part at 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 default
 in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the party of the second part, or his assigns, as
 additional collateral security and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise.

FOURTH: Said parties 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 Five & No. (\$5.00) 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 parties 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 party of the
 second part for the sum of Four Thousand & No. (\$4000.00) Dollars, and to assign the policies to said party of the second part, to be held by him until this mort-
 gage is fully paid and said party of the first part assume 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 sub-
 stances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and second part hereto shall
 be entitled to demand and receive from the first part full payment of said mortgage debt at any time. (said second part) may demand such pay-
 ment; and in the event first part fail to pay said debt immediately upon such demand being made, then the second part shall be entitled to enforce the payment of
 such debt by action to foreclose this mortgage the same as if first part had defaulted in the performance of all the other provisions hereof relating upon to do.

And the said parties of the first part, for the said consideration do hereby expressly waive appraisalment 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 herunto subscribe their names and affix their seals on the day and year first above
 mentioned.

Joe Pautler (Seal.)
Mary Pautler (Seal.)

State of Oklahoma,

County of Tulsa.

Before me, A. Notary Public, in and for said County and State, on this 10th day of
March, A. D. 1911, personally appeared Joe Pautler

and Mary Pautler his 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

May 4 - 1912

Seal

John A. Severns

Notary Public.

Filed for Record the 11 day of Mar, A. D. 1911, at 8¹⁰ o'clock A.M., and Recorded the day of , A. D. 19

By Deputy.

Seal

R. B. Walkley

Register of Deeds.