

COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE made this 18<sup>th</sup> day of Sept A.D. 1915, by and between J. H. Wills and Wife  
Rosa Wills of the County of Tulsa and State of Oklahoma of the first part and  
J. A. Seckert of the second part:  
 WITNESSETH, That the said part 1st of the first, for and in consideration of the sum of Two Hundred Forty Dollars, to  
be in hand paid, by the said part 2d 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 part 1st 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 north 18.05 Eighteen & 5/10 acres  
of Lot one in section six "6" Township  
Nineteen (19) North Range Twelve (12)  
East of the Indian Base and meridian  
lying in Tulsa County, Okla and  
being all the land now owned in said section

4 25 3456

Date this 27 day of Sept 1915  
Ed. Dalton  
 County of Tulsa

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 1st of the second part, and to his heirs and assigns forever. And the said part 1st of the first part do hereby  
 covenant and agree that at the delivery hereof are lawful owner, of the premises above granted and seized of a good, indefeasible estate of inheritance there-  
 in, free and clear of all incumbrances, and that she will warrant and defend the same in the quiet and peaceable possession of said part 1st 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 1st justly indebted unto the said second part 1st in the principal sum of 8240.00  
Two Hundred Forty Dollars, being for a loan made by the said second part 1st to the said first part 1st, and pay-  
 able according to the tenor and effect of Two certain negotiable promissory note, executed and delivered by the said first part 1st, bearing date Sept  
18-1915, and payable to the order of said second part 1st on the 18th day of March 1916, and 8200.00 September 19-1916  
 with interest thereon 10 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 one Dollars, due on the 18 day of March  
1916 and one for one Dollars each due on the 18 day of March

respectively. Each of said principal and interest notes bear interest after maturity at the rate of 10 per cent per annum, and are made payable to the order of said second  
 part 1st at the office of Dr. J. A. Seckert, New York.

SECOND: The said part 1st 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 of said premises.

THIRD: It is further expressly agreed by and between the parties hereto 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 1st of the second part, or his assigns, as  
 additional collateral security and said part 1st of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise.

FOURTH: Said part 1st 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 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 1st 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 land 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 1st of the  
 second part for the sum of one Dollars, and to assign the policies to said part 1st of the second part, to be held by him until this mort-  
 gage is fully paid and said part 1st 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 1st hereto shall  
 be entitled to demand and receive from the first part 1st full payment of said mortgage debt at any time (said second part 1st) may demand such pay-  
 ment; and in the event first part 1st fail to pay said debt immediately upon such demand being made, then the second part 1st shall be entitled to enforce the payment of  
 such debt by action to foreclose this mortgage the same as if first part 1st had defaulted in the performance of all the other provisions hereof resting upon them to do.

And the said part 1st 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 part 1st of the first part hereto subscribe our name, and affix our seal, on the day and year first above  
 mentioned.

J. H. Wills (Seal)  
Rosa Wills (Seal)

State of Oklahoma, ss.

County of Tulsa

Before me, E. S. Cunningham a Notary Public, in and for said County and State, on this 18th day of  
Sept A.D. 1915, personally appeared J. H. Wills & Rosa Wills

and they to me known to be the identical person, 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 Sept 11 1918 (Seal) E. S. Cunningham Notary Public.

Filed for Record the 28 day of Sept A.D. 1915, at 10:05 o'clock A.M., and Recorded the 28 day of Sept A.D. 1915.

By (Seal) Lewis Clin County Clerk Deputy. Register of Deeds.