

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 8th day of April, A. D. 1912, by and between
A. Mason and Ella Mason, husband and wife
 of the County of Tulsa, and State of Oklahoma, parties of the first part, and
Harshel B. Hamilton part 2nd of the second part:

WITNESSETH, That the said parties of the first, for and in consideration of the sum of One Hundred Dollars, to
 them in hand paid, by the said part 2nd 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 their 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:

Lots Seven (7) Eight (8) Nine (9) and Ten (10) in
Block Twenty Nine (29) in the town of Jenks,
Oklahoma according to the plat and survey
filed thereof.

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 their 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 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 they will warrant and defend the same in the quiet and peaceable possession of said part 1st of the second part, their
 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 2nd in the principal sum of
One Hundred Dollars, being for a loan made by the said second part 2nd to the said first part 1st, and pay-
 able according to the tenor and effect of a certain negotiable promissory note—executed and delivered by the said first part 1st, bearing date
April 8, 1912, and payable to the order of said second part 2nd on the 8 day of October 1912 at Jenks Okla
 with interest thereon from date until maturity at the rate of ten per cent per annum, payable semi annually, which interest is evidenced by one coupon
 interest notes of even date herewith, and executed by the said first part 1st, one, (the first) for One Hundred Dollars, due on the 8th day of
October and — note — for — Dollars each due on the — day of —

respectively. Each of said principal and interest notes bear interest after date maturity at the rate of ten per cent per annum, and are made payable at the order of said second
 part 2nd at Jenks Oklahoma 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 2nd of the second part, or their 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 Twenty Five 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 part 2nd of the
 second part for the sum of One Hundred Dollars, and to assign the policies to said part 2nd of the second part, to be held by her 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 2nd hereto shall

be entitled to demand and receive from the first parties full payment of said mortgage debt at any time he (said second part 2nd) may demand such pay-
 ment; and in the event first parties fail to pay said debt immediately upon such demand and being made, then the second part 2nd shall be entitled to enforce the payment of
 such debt by action to foreclose this mortgage the same as if first parties had defaulted in the performance of all the other provisions hereof resting upon them 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 hereunto subscribe their names and affix their seal, on the day and year first above
 mentioned.

Witness my hand and seal; I certify that I signed the name of A. Mason at his request A. Mason (Seal)
Harshel Hamilton for the purpose therein set forth, Ella Mason (Seal)
Clair Heady. H. B. Hamilton,

State of Oklahoma, ss.

County of Tulsa.

Before me, Harshel B. Hamilton, in and for said County and State, on this 8th day of
April, A. D. 1912, personally appeared A. Mason
 and Ella Mason, 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.

(Seal) Harshel B. Hamilton Notary Public.
 My commission expires Mar 31, 1914

Filed for Record the 12 day of Aug, A. D. 1912 at 2 o'clock P. M., and Recorded the 12 day of Aug, A. D. 1912

By

Deputy.

(Seal)

Register of Deeds.