

C.D. Coggeshall

Notary Public

(SEAL)

My commission expires April 14- 1911

Filed for record June 18 1908 at 11:45 A.M.

H.C. Walkley, Reg of Deeds.

(SEAL)

COMPARED

REAL ESTATE MORTGAGE.

Ethel E Gillies and Niel B Gillies, her Husband

To

The Inter-State Mortgage Trust Company

KNOW ALL MEN BY THESE PRESENTS, That Ethel E Gillies and Niel B Gillies, her husband, of Tulsa Oklahoma, party of the first part, in consideration of the sum of Sixteen Hundred Dollars in hand paid by the Inter-State Mortgage Trust Company, ^{Party of the second part} do hereby sell and convey unto the said The Inter-State Mortgage Trust Company, ~~party of the second part~~ the following described premises, situated in the County of Tulsa & State of Oklahoma, to-wit:-

The south half (1/2) of Lot No Six (6) in Block No One Hundred Forty Six (146) in the City of Tulsa, as shown by the recorded plat thereof .

TO HAVE AND TO HOLD, The premises above described, with appurtenances there unto belonging, to the said The Inter-State Mortgage Trust Company, and to its successors and assigns forever. And the said party of the first part covenants with the said party of the second part as follows :

FIRST:- That they have good right to sell and convey said premises.

SECOND :- That the premises are free from encumbrance.

THIRD :- That they will warrant and defend the title against the lawful claims of all persons .

FOURTH:- That they do hereby release all rights of dower in and to said premises, and relinquish and convey all their rights of homestead therein .

FIFTH:- That they will pay to said second party, or order, at the office of The Inter-State Mortgage Trust Company, in Greenfield, Mass, Sixteen hundred Dollars, with interest thereon from date until paid, at the rate of six per cent per annum, payable, semi-annually, on the first days of June and December in each year, and in accordance with the two promissory notes of the said party of the first part, with coupons attached, of even date herewith .

SIXTH:- In case of default of payment of any sum herein covenanted to be paid, for the period of ten days after the same comes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns, interest at the rate of ten percent per annum, computed semi-annually on said principal note, from the date thereof to the time when the money shall be actually paid . Any payment made on account of the interest shall be credited in said computation, so that the total amount collected shall be and not exceed the legal rate of ten percent .

SEVENTH:- The first party agrees to pay all taxes and assessments levied upon said real estate or against this mortgage, or the holder, for and on account of the same . Before the same becomes delinquent, also all liens, claims, adverse titles and encumbrances on said premises, and if not paid the holder of this mortgage may, without notice, declare the whole sum of money herein secured, due and collectable at once, or may elect to pay such taxes or assessments, and be entitled to interest on the same at the rate of ten per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest .

EIGHTH:- The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, excepting for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family; and the commission of waste, as the option of the mortgagee, render this mortgage due and payable.

NINTH:- And the said ~~party of the first part~~ first party agrees that in the event of the failure, neglect or refusal of said first party to insure the buildings, or to re-insure the same, and deliver the policy or policies, properly assigned or pledged, to the said The Inter-State Mortgage Trust Company, before noon of the day on which any such policy or policies shall expire, then the said second party is hereby authorized and empowered by these presents to insure or re-insure said buildings for said amount in such company or companies as it may ~~select~~ select, and the said The Inter-State Mortgage Trust Company