

-----MORTGAGE OF REAL PROPERTY :-----

THIS INTENTURE Made this 13th day of August A.D. 1908 between James A Henry (a single man) of Tulsa Okla A. S. Wells of Tulsa Okla witnesseth, that

WHEREAS, the said James A Henry is justly indebted to the said A.S. Wells in the sum of \$ 1184.00 ^(Note # 1184.00) payable as follows : \$ 9.00 on the 10th day of January 1909 and \$ 25.00 on the 10th day of each succeeding month until the whole amount herein named (\$ 1184.00) is paid .

NOW THEREFORE, the said James A Henry for the better securing the payment of the money aforesaid with interest thereon according to the tenor and effect of said notes above mentioned, do hereby grant, ~~xxxxxxxxxx~~ bargain/ sell and convey unto the said A.S.Wells heirs and assigns forever , the following described real estate, to-wit.

The southerly seventy (70) feet of the Westerly forty (40) feet of lot three (3) in Block One hundred and eighty four (184) in the town of Tulsa Okla ., with all the improvements thereon at the present time, or that hereafter may be placed thereon, together with all the privileges and appurtenances thereto belonging .

To have and to hold the above granted bargained and described premises unto the said A.S.Wells his heirs and assigns and unto his own and proper use, benefit and behoof forever .

AND WHEREAS for the further security of said indebtedness the said party of the first part, covenant and agree with the said party of the second part to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said party of the second part, his heirs and assigns, in one or more insurance companies satisfactory to the said party of the second part, against fire lightening or tornadoes . Should party of the first part make default in the performance of any of these stipulations, the said party of the second part, may immediately perform and discharge the same and all accounts so expended by the said party of the second part, his heirs, ^{or} assigns in paying said taxes , insurance premiums, liens or special assessments or in protecting said title or making said repairs, shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand .

Conditioned , However, that if the said James A Henry his heirs executors or administrators, shall well and truly pay or cause to be paid to the said A.S.Wells his executors, administrators, or assigns, the aforesaid sums of money, with interest thereon, according to the tenor of said notes then this instrument shall be void, otherwise to remain in full force and effect .

In testimony whereof, I have hereunto set my hand on this the day and year first above written.

United States of America)

State of Oklahoma)

County of Tulsa)

SS

James A Henry *LS*

Be it remembered , That on this day came before me, the undersigned, a Notary Public within and for the County and State aforesaid , duly commissioned and acting James A Henry to me known as the ^{Notary} ~~grantee~~ in the foregoing instrument