

----- REAL ESTATE MORTGAGE :-----

This Indenture Made this Twentieth day of August 1908 between James Kelly and his wife Cora Kelly in Tulsa County and State of Oklahoma, parties of the first part, and the Farm and Home Savings and Loan Association of Missouri, a corporation organized under the laws of the State of ~~Mo~~ Missouri, party of the second part :

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Thousand Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have sold, and by these presents do ~~Grant~~ Grant, convey and confirm unto said party of the second part, its successors and assigns forever, all the following described real estate, lying and situated in the County of Tulsa and State of Oklahoma, to-wit :-

A part of Lots numbered four (4) and five (5) in Block number one hundred and ninety eight (198) in Tulsa Oklahoma, more particularly described as follows:-

Commencing at a point in East 10th Street 50 feet ^{northeasterly} from the Northwestcorner of said lot 4 thence parallell with 10th Street in a Northeasterly direction 100 feet ,thence in a Southeasterly direction on a line parallell with ^{Detroit} ~~Detroit~~ Avenue 140 feet thence in a southwesterly direction on a line parallell with 10th Street 100 feet; thence in a Northwesterly direction on a line parallell with Detroit Avenue 140 feet to the place of beginning , and all improvements thereon .

And all rights, title estate and interest of said grantors in and to said premises, including all homestead rights, which are hereby expressly waived and released, together with all rents of said property, with full power and authority to collect the same in case the conditions of this mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereto belonging .

To have and to hold the same unto said party of the second part, its successors and assigns forever. Said parties of the first part hereby covenant and agree with said party of the second part, its successors and assigns, that at the delivery hereof they are the ^{true} ~~the~~ and lawful owners of the said premises above granted, and seized of a good and inefeasible estate of inheritance therein , free and clear of all incumbrances, that there is no one in adverse possession of same, and that they will warrant and defend the same against the lawful and equitable claims of all persons whomsoever .

PROVIDED Always, And these presents are upon the express conditions that, whereas, the said party of the second part at the special instance and request of said parties of the first part, loaned and advanced to James Kelly and his wife Cora Kelly the sum of One Thousand Dollars .

AND WHEREAS, Said parties of the first part agree with the said party of the second part, its successors and assigns, to pay all taxes and assessments, general and special, against said lands and improvements thereon, when due, and to keep said improvements in good repair, and to keep the buildings thereon constantly insured in such company or companies as said second party may designate, and the policy or policies of insurance constantly transferred to said party of the second part, its successors or assigns; and also to keep said lands and improvements thereon free from all statutory lien claims of every kind and if any or either of said agreements be not performed as aforesaid, then said party of the second part, its successors or assigns, may pay such