

payment of this obligation . And the mortgagor authorize the holder hereof to repair any waste, and to take out policies of insurance fire, tornado , or both, should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend there to .

Non-compliance with any of the agreements made herein by mortgagors shall ~~cause~~ <sup>cause</sup> the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions and no notice <sup>selection</sup> to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage , the institution of such suit being all the notice required .

Witness their hands this 1st day of September 1908 .

Executed and delivered in presence of

Annie V Stark Nee Wilson

David Stark

State of Oklahoma )  
Tulsa County . ) SS

Before me A.B.Davis a Notary Public in and for said County and State on this 15 day of September 1908 personally appeared Annie V Stark nee Wilson and David Stark , her husband, 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 .

My commission expires . Nov 26- 1911

SEAL. Filed for record Sep 15 1908 at 3:50 P.M.

A.B.Davis

Notary Public

H.C.Walkley Reg of Deeds (SEAL)

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

THIS INDENTURE Made this 11th day of Sept in the year of our Lord one Thousand nine hundred and eight between Richard Curtain and Lulah Curtain his wife of the County of Creek , State of Oklahoma, parties of the first part, and Thomas Sewall party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of ( \$ 450.00) Dollars in hand paid by said party of the second part, the receipt whereof is hereby acknowledged have sold and by these presents do grant, sell , convey and confirm unto the said party of the second part and to his heirs, and assigns forever, a ll of the following described real estate lying and situate in the County of Tulsa and State of Oklahoma, to-wit :-

The NW 1/4 of the NW 1/4 of Section Twelve ( 12 ) Township seventeen (17) North and Range 12 East of the Indian Base and meridian .

To have and to hold the same with all and singular the tenements ,hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption, unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof that they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the