

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

THIS INSTRUMENT made and entered into this first day of September 1908 between W.L. North as Trustee for the Henry Kendall College of the County of Tulsa State of Oklahoma party of the first part and *Harry M. Walker* Guardian of William Buck Self a minor party of the second part :

WITNESSETH: That said party of the first part as Trustee for Henry Kendall College ~~XXXXXXXXXXXX~~ by virtue of the power and authority granted him at a special meeting of the ^{Board} ~~Board~~ of Trustees of the Henry Kendall College held at Tulsa Oklahoma, on the 28th day of August 1908 in consideration of the sum of \$ 10,000.00 the receipt whereof is hereby acknowledged has sold any by these presents does grant, sell and convey and confirm unto the said party of the second part and unto his *heirs* and assigns all the following described real estate lying and situate in the County of Tulsa and State of Oklahoma, to-wit :

Beginning at the Northwest corner of Block numbered I4 in the College Addition to the City of Tulsa, Oklahoma, thence South along the west line of said Block I4- 450 feet to a stake, thence East 660 feet, thence North 240 feet, thence East 660 feet to the East line of said Block I4 thence North along said east line of Block I4- 210 feet to the Northeast corner of said Block I4 thence West along the North line of said Block I4- 1320 feet to the place of beginning, containing ten (10) acres, more or less.

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 party of the second part and to his heirs and assigns forever and the said party of the first part does hereby covenant and agree that at the delivery hereof, he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that he will warrant and defend the same in quiet and peaceable possession of said party of the second part, his heirs and assigns forever against the lawful claims of all persons whomsoever.

Provided always and these presents are upon the express conditions : that if the said party of the first part his heirs or assigns shall well and truly pay or cause to be paid to the said party of the second part, his heirs and assigns, the sum of \$ 10,000.00 with interest thereon at the time and manner specified in one certain promissory note bearing date of September 1st 1908 executed by the party of the first part, and endorsed by J.M. Hall, John O Mitchell, C.B. Lynch and C.L. Reeder payable to the order of Harry M Walker as Guardian for William Buck Self, as follows :-

\$ 10,000.00 payable September 1st 1911 with interest at the rate of eight (8) per cent per annum from date, interest payable semi-annually, then in that case these presents and everything herein shall be void, but upon default in payment of any part of the principal, or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$ 250.00 attorney fee, all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage and said party of the first part hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this