

immediately due and payable and this mortgage may be foreclosed accordingly. It is also agreed that in the event of any default in the payment of breach of any covenant or condition herein, the rents and profits of said premises are pledged to the parties of the second part, or its assigns, as additional collateral security and said party of the second part, or his assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FIFTH:- It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest thereon, and all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the time of extension.

SIXTH:- Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay an attorney's fee of seventy five (75) Dollars to be taxed by the Court, which said attorney's fee this mortgage also secures.

SEVENTH:- It is further hereby agreed and understood between the parties hereto and as part of the consideration hereof that the said parties of the first part do jointly and severally hereby expressly waive appraisal of said real estate, and all benefit of homestead exemption and stay law of the State of Oklahoma.

EIGHTH:- It is further agreed by and between the parties hereto that should drilling be commenced upon said premises at any time for oil or gas, or mining operations be commenced in any manner for the purpose of removing from under the surface of said land any coal, mineral, stone or like matter, it shall be optional with second party hereto to terminate this mortgage at will without notice, in which event he shall be entitled to the payment of the principal sum of this mortgage together with interest to the date of such demand and upon the failure of the second party to make such payment to proceed by foreclosure to enforce this mortgage the same as if default had otherwise been made in the other provisions thereof.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and effect.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe to their names and affix their seals on the day and year first above mentioned.

*executed and delivered
in presence of*

Minnie P Stewart Seal

Robert J Stewart seal

State of Oklahoma) S S
County of Tulsa)

Before me, F.M. Sutton, a Notary Public in and for said County and State, on this 23rd, day of June A.D. 1908, personally appeared Minnie P Stewart and Robert J Stewart, wife and 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.

WITNESS my hand and official seal.

F.M. Sutton
Notary Public

(SEAL)

My commission expires March 16th 1911.

Filed for record Jun 23 1908 at 1:50 P.M.

H.C. Walkley, Reg of Deeds.

(SEAL)

REAL ESTATE MORTGAGE.

C.C. Hall and Mayme Hall, husband and wife,

TO

A.F. Balch of Iowa.

THIS INDENTURE, Made this 22nd, day of June A.D. 1908, by and between C.C. Hall and Mayme Hall, husband and wife, of the County of Tulsa and State of Oklahoma, parties of the first part, and A.F. Balch of Iowa, party of the second part, WITNESSETH:- That the said parties of the first part, for and in consideration of EIGHT Hundred and No/100 Dollars to them in hand paid, by the said party of the second part; the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell and convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

Lot Eleven (II) of Block One (I) of the Drew Addition to the City of Tulsa, also known as Campbells Addition to the City of Tulsa) according to be recorded plat thereof.

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 parties of the first part do hereby covenant and agree that at the delivery hereof 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 lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST:- Said first parties are justly indebted unto the said party of the second part