

## OKLAHOMA REAL ESTATE MORTGAGE.

R.P.

KNOW ALL MEN BY THESE PRESENTS:

That Mary Herrick and Leo Herrick, her husband, of the County of Muskogee, and State of Oklahoma, parties of the first part, for and in consideration of the sum of Forty (\$40) Dollars to then in hand paid by Virgil R. Cross, of Muskogee Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell, convey and mortgage unto the said Virgil R. Cross, his heirs successors or assigns, the following described premises, situated in the County of Tulsa, and State of Oklahoma, to wit:

The Southeast Quarter of the Northeast Quarter (SE  $\frac{1}{4}$  NE  $\frac{1}{4}$ ) of Section numbered Thirty Four (34) Township numbered Seventeen (17) Range numbered Thirteen (13) East of the Indian Meridian, containing in all Forty (40) acres of land, more or less, according to the Government survey thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the improvements thereon and the 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, successors or assigns, forever. And the said parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of the premises hereby conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever, and that they will warrant and forever defend the title to and possession of the same unto the said party of the second part, his heirs, successors or assigns, against the lawful claims of all persons whomsoever.

This conveyance, however, is intended as a mortgage for the better securing the sum of Forty (\$40) Dollars, justly due and owing by the said parties of the first part to the said Virgil R. Cross, his heirs, successors or assigns, and evidenced by one certain promissory note for the sum of \$40, bearing even date herewith, and maturing December, 1/1/1909, and bearing ten per cent interest after maturity.

It is expressly understood and agreed <sup>by and</sup> between the parties hereto, that this mortgage is the second lien on the premises hereby conveyed, that the parties of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said note, and will also pay all taxes and assessments levied against the premises hereby conveyed when due and will neither commit nor permit any waste upon said premises, or the removal of any buildings or other improvements therefrom without the written consent of said second party first had and obtained.

Upon payment of said promissory note according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first parties, but in case of the failure or default in the payment of said promissory note when due, or any part thereof, or any interest thereon, or in case of the default in the payment of any taxes or assessments levied either against the premises hereby conveyed or the indebtedness hereby secured; or if the parties of the first part do or suffer to be done anything whereby this security is impaired, then upon the happening of any such contingencies, the party of the second part, his heirs, successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security, and all such sums so expended shall bear interest at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

It is further stipulated and agreed that in case the party of the second part, his heirs, successors or assigns, shall hereafter appear in any of the land departments of the General Government, or in any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses