

## MORTGAGE OF REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS: That David O. Gillis and Barbara Gillis, his wife, of Tulsa County in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Alice G. Barrows, of Oklahoma County, in the State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to wit:

Lots Numbered One (1) and Two (2) in Block Numbered One Hundred Eighty-six (186) and Lot numbered Seven (7) in Block Numbered One Hundred and Ninety-eight (198), all in the City of Tulsa, as shown by the Governmental survey and plat thereof, with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

This mortgage is given as security for the payment of one (1) promissory note, dated the 3rd, day of December, 1908, executed and delivered by the said David O. Gillis and Barbara Gillis, his wife, and payable to the order of the said mortgagee, with interest thereon at the rate of ten per cent (10%) per annum from date until paid, payable semi-annually, as is evidenced by two (2) interest coupon notes of Sixty Dollars (\$60.00) each attached to said principal note, one due on the 3rd, day of June, 1909 and the other due on the 3rd, day of December, 1909. Said principal note is due December 3rd, 1909.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to wit: That said first parties hereby covenant and agree to pay all taxes and assessments on said land when the same become due and to keep the buildings on said mortgaged premises insured in some reliable fire insurance company for the sum of \$1,200.00, and to assign said policy to said second party as her interest may appear, and deliver said policies and renewal to said second party, and said first parties assume all responsibility of proof and care and expense of collecting said insurance if loss occurs; that said first parties agree to keep all improvements in good repair and not to commit or allow ~~any~~ waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal <sup>or</sup> interest, taxes, insurance premiums, or in the case of the breach of any covenant herein contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One Hundred Twenty Dollars (\$120.00) which this mortgage also secures.

Parties of the first part for said consideration, do hereby expressly waive appraisal of said real estate, and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 3rd, day of December, A. D., 1908.

David O. Gillis

Barbara Gillis.

STATE OF OKLAHOMA, COUNTY OF TULSA. ) SS.

Before me, Lester Curie, a Notary Public in and for said County and State, on this 24th day of December, 1908, personally appeared David O. Gillis and Barbara Gillis, his wife, 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 the day and year above set forth.*  
Lester Curie, Notary Public.  
(SEAL) My commission expires June 28th, 1912.

Filed for record at Tulsa Oklahoma, Dec. 24, 1908, at 11. 40 A. M.

H. C. Walkley, Register of Deeds (SEAL)