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FROM

Sam Hardesty
and Nellie Hardesty
TO
W. E. Hardesty

STATE OF OKLAHOMA,
Tulsa County. } ss.

This instrument was filed for record in my office on the 15 day of May A.D. 19 08 at 8 40 o'clock A. M., and duly recorded in Vol. 39 of Mortgages at page 6

By _____ H. C. Walkey, Register of Deeds.

(Seal) _____ Deputy.

Fees, $ _____

This Indenture, Made this May 14 1908 day of May 1908 in the year of our Lord One Thousand Nine Hundred and Sam Hardesty of the County of Tulsa and State of Oklahoma, part of the first part and W. E. Hardesty part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of Eleven Hundred Dollars, to him in hand paid, by the said part of the second part, the receipt whereof is hereby acknowledged, ha granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part of the second part, and to his heirs and assigns, forever, all of the following described tract piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

all of Lot (1) One Block (2) Two Grand View Addition to Tulsa, Okla.

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 part of the second part, and to his heirs and assigns forever. And the said part of the first part do 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 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 party of first part is justly indebted unto the said part of the second part in the principal sum of Eleven Hundred Dollars in gold coin of the United States Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said part of the second part, to the said party of first part and payable according to the tenor and effect of a certain negotiable promissory note numbered executed and delivered by the said Sam Hardesty bearing date May 14 1908 payable to the order of said W. E. Hardesty one years after date, at 8 % May 14 1909 day of with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the and 8 per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note and of even date therewith and payable to the order of said at

SECOND: Said part of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the part of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 12 per cent per annum and the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part of the first part agrees to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part of the first part agrees that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said part of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than Fifty Dollars shall be added, which this mortgage also secures.

And that the said part of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

IN TESTIMONY WHEREOF, The said part of the first part hereunto subscribed his name and affixed his seal on the day and year first above mentioned.

Executed and delivered in the presence of

Jas. M. Hardesty
Jno. W. Hardesty

Sam Hardesty
Nellie Hardesty

STATE OF OKLAHOMA,
County. } ss.

Before me, _____ in and for said County and State, on this day of 19 personally appeared to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires _____ 19