

FROM
 TO
 COMPARED
 STATE OF OKLAHOMA,
 County, } ss.
 on the 16 day of Aug. 1913. This instrument was filed for record in my office
 o'clock M., and duly recorded in Vol. of A. D. 1913 at 145
 By: *Shaf. H. C. Walkley* Register of Deeds.
 Fees, \$ Deputy.

This Indenture, Made this 11th day of August in the year of our Lord One Thousand Nine Hundred and
 ten by and between *F. M. Himes*
 of the County of *Tulsa* and State of Oklahoma, party of the first part and
J. H. Himes party of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of
 (\$500.00) five hundred Dollars, to *F. M. Himes* in hand paid, by the said part of
 of the second part, the receipt whereof is hereby acknowledged, he granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm,
 unto said part of the second part, and to *J. H. Himes* 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:

*North seventy feet of lot three in block one hundred and forty
 eight (48) in the original town of Tulsa, Oklahoma, according to
 the official survey and plat thereof.*

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 *J. H. Himes* heirs and assigns forever. And the said part of the first part
 do hereby covenant and agree that at the delivery hereof *F. M. Himes* 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 *F. M. Himes* will warrant and defend the
 same in the quiet and peaceable possession of said *J. H. Himes* the second part.

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

FIRST: Said *F. M. Himes*
 justly indebted unto the said part of the second part in the principal sum of (\$500.00) five hundred
 Dollars, in gold coin of the United States of the present standard of weight and fineness,
 for a loan thereof made by the said part of the second part, to the said *F. M. Himes*
 payable according to the tenor and effect of certain negotiable promissory note numbered executed and
 bearing date August 11th 1913 payable to the
 order of said *F. M. Himes* years after date, at *Tulsa* day of
 interest thereon from date until maturity, at the rate of 8 per cent per annum, payable semi-annually on the 1st day of
 February 1914 and August 1914 in each year, and 8 per cent per annum after maturity, the installments of interest
 being further evidenced by *Five* coupons attached to said principal note and of even date therewith and payable
 in the order of said *J. H. Himes* at *Tulsa, Oklahoma*

SECOND: Said part of the first part agree 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 *One thousand*
 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
 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 8 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 agree 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 agree 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 *Five* 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 appraisalment 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 *was* hereunto subscribed *his* name and affixed *his* seal on the day
 and year first above mentioned.

Executed and delivered in the presence of

STATE OF OKLAHOMA, } ss. Before me, *Frank F. Bowlin* in and for said County and State,
 Tulsa County, } on this 11th day of August 1913 personally appeared
F. M. Himes and *he* to me known to be the identical person who executed the within and
 foregoing instrument, and acknowledged to me that *he* executed the same as *his* free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires April 14th 1913.

Seal

Frank F. Bowlin
Notary Public

For value received, I acknowledge satisfaction and payment in full of the
 within mortgage, and same is hereby released. *J. H. Himes*

Signed and acknowledged before me July 24-1913