

COMPARED TO

FROM

STATE OF OKLAHOMA,

County, } ss.

on the 12th day of Nov. 1910. This instrument was filed for record in my office

at 10 o'clock P. M., and duly recorded in Vol. 1 of 1910 at page 1

By

Fees, \$

Deputy.

Register of Deeds.

This Indenture,

Made this 7th day of Nov. 1910 in the year of our Lord One Thousand Nine Hundred and

by and between

A.B. Park

of the County of Tulsa

and State of Oklahoma, part of the first part and

part of the second part.

WITNESSETH, That the said part of the first part, for and in consideration of the sum of

Seven hundred

Dollars, to me in hand paid, by the said part of

of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part of the second part, and to her 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 (5) five in Block (24) twenty four line Skiatook, 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 her heirs and assigns forever. And the said part of the first part do hereby covenant and agree that at the delivery hereof she will warrant and defend the same in the quiet and peaceable possession of said part of the second part 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 part of the second part in the principal sum of Seven hundred 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 A.B. Park, and payable according to the tenor and effect of certain negotiable promissory note numbered 117 executed and delivered by the said A.B. Park bearing date 11/7/1910 payable to the order of said Janet Appleby and years after date, at Tulsa, Okla. with interest thereon from date until maturity at the rate of 10 per cent per annum, payable annually on the 7th day of Nov. and in each year, and per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note and of every date therewith and payable to the order of said Janet Appleby at Tulsa, Okla.

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 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 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 Twenty 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 appraisal 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 do hereunto subscribed her name and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

A.B. Park
Estel Park

STATE OF OKLAHOMA, } ss.

Before me,

Daniel P. McConney

Notary Public in and for said County and State,

on this 7th day of Nov. 1910 personally appeared

A.B. Park

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 June 6 1914

Seal

Daniel P. McConney
Notary Public