

Witness my hand and official seal the day and year last above written.

My commission expires/ Sept. 7th 1924 (Seal) D. B. Crewson, Notary Public
Filed for record in Tulsa, Tulsa County, Oklahoma on March 15 1924 at 1.00 oclock P. M. in
Book 485 page 143

Brady Brown, Deputy (Seal) O. G. Weaver, County Clerk

253568 M H

OKLAHOMA REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT
I hereby certify that I received \$2,500 and issued
Receipt No. 11131 therefor in payment of mortgage
tax on the within mortgage.

Dated this 17 day of March 1924

W. W. Sweeney, County Treasurer

Deputy

THIS INDENTURE, Made this Fourteenth day of March 1924 in the year of our Lord, One Thousand Nine Hundred Twenty-four between May Carbutt, a widow of the County of Tulsa and State of Oklahoma, of the first part, and the INTER-STATE MORTGAGE TRUST COMPANY, a kansas corporation, domesticated under the laws of the State of Oklahoma, of the second part.

WITNESSETH, That the said party of the first part in consideration of the sum of Twenty-five Hundred and no/100 Dollars to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to the said parties of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa and State of Oklahoma, described as follows, to wit:

The North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the North Half (N $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) (less the right-of-way of the M. K. & T. Railroad), all in Section Thirteen (13), Township Eighteen (18) North, Range Fourteen (14) East, of the Indian Meridian, containing 117 acres, more or less according to Government survey thereof, with the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and will warrent and defend the title to the same, and that the same is free and clear of all incumbrances of whatsoever kind

This Grant is intended as a mortgage, to secure the payment of the sum of Twenty-five Hundred and no/100 Dollars payable to The Inter-State Mortgage Trust Company at its office in Greenfield, Massachusetts, according to the terms of one certain promissory note with ten coupons attached, this day executed and delivered by the said party of the first part, to the said party of the second part; and this conveyance shall be void if such payment be made as therein specified.

But if default be made in the payment of any sum hereby secured or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party and its assigns interest at the rate of ten (10) per cent per annum on said principal note, from the dat of such default to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation, so that the total amount collected shall be and not exceed the legal rate of ten (10) per cent per annum.

The first party agrees to pay all taxes and assessments levied upon said real estate, and if not paid the holder of this mortgage may without notice elect to pay such taxes or assessments and be entitled to interest on the same at the rate allowed by law, and this mortgage shall stand as security for the amount so paid with such interest.

The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, excepting for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family; and the commission of waste shall, at the option of the mortgagee, render this mortgage subject to