

MORTGAGE AND OIL LEASE RECORD.

OKLAHOMA REAL ESTATE MORTGAGE.

IN CONSIDERATION OF

DOLLARS,

the receipt of which is hereby acknowledged by R. D. Fuller,
 of Tulsa County, State of Oklahoma, Mortgagors, hereby Grant, Bargain, Sell, Convey and Mortgage unto
R. T. Colley.

Mortgagee, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

all of Block eight (8) in Cherokee Heights Second Addition
 to Tulsa according to plat thereof filed in the office of the
 Register of Deeds of said County, the same being a part of
 the south one half of the southwest quarter of the
 southwest quarter of section thirty-two (32) township
 twenty (20) north, range thirteen (13) east.

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

Signed and acknowledged before me

R. T. Colley
July 30 - 1908
 Register of Deeds

The Mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, and hereby warrant the title against all
 persons, waiving hereby all rights of homestead exemption, appraisalment, stay and redemption.

PROVIDED, That whereas said Mortgagors R. D. Fuller and Eva M. Fullerare justly indebted unto said Mortgagee in the principal sum of One Thousand DOLLARS,for a loan thereof made by said Mortgagee to said Mortgagors and payable according to the tenor of a certain principal note executed by said Mortgagors,bearing even date herewith, payable to the order of said Mortgagee on the first day of December 1907, with interest from date until default ormaturity, at the rate of eight per cent. per annum, and after default or maturity, at the rate of ten per cent. per annum, payable semi-annually, both beforeand after maturity, the installments of interest until maturity being evidenced by coupons attached to said principal note, and of even date herewith,

and payable to the order of said Mortgagee, both principal and interest being payable at the Central National Bank, Tulsa. If said Mortgagors
 shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the
 covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said Mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest
 or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and, further, to pay any tax,
 assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or
 enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said Mortgagors shall fail to pay any such taxes, assess-
 ments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said Mortgagors agree to repay
 upon demand the full amount of said advances, with interest at the rate of ten per cent. per annum from date of such advancement, and this mortgage shall be a
 further lien for the repayment thereof.

The Mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to
 maintain both fire and tornado insurance upon all buildings in a company satisfactory to the Mortgagee or assigns, in a sum not less than

One Thousand Dollars, payable in case of loss to Mortgagee or assigns, upon the mortgage indebtedness, all insurance
 policies to be delivered unto Mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the Mortgagors authorize the
 holder hereof to repair any waste, and to take out policies of insurance—fire, tornado, or both—should Mortgagors default in so doing, and to advance the money
 therefor; and to repay such advances with interest at the rate of ten per cent. per annum, Mortgagors pledge themselves, and the lien of this Mortgage shall
 extend thereto.

Non-compliance with any of the agreements made herein by Mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof,
 and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to
 collect the same and foreclose this mortgage, the institution of such suit being all the notice required. Should it become necessary to collect the debt secured by
 suit, or should the holder of the note so elect, then the sum of One Hundred DOLLARS,
 as attorney's fees for collecting same shall be allowed, to be taxed as other costs in the suit.

WITNESS my hand this first day of December 1908.

Executed and Delivered in the presence of:

R. D. Fuller
Eva M. Fuller

State of Oklahoma,

Tulsa County } ss.BEFORE ME, A Notary Public in and for said County and State, on the first day of December 1908, personally appearedR. D. Fuller and Eva M. Fuller, husband and wife, and

to me well known to be the identical persons who executed the 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.

I, W. D. Buck, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of my office.My commission expires July 7th 1911.W. D. Buck

Notary Public.

FILED FOR RECORD The 31 day of Dec A.D. 1908 at 1:00 o'clock P.M.By Real Deputy.

Register of Deeds.