

## MORTGAGE AND OIL LEASE RECORD.

Form 3

DORSEY Printing Company, Dallas, Texas—44255

## OKLAHOMA REAL ESTATE MORTGAGE.

IN CONSIDERATION OF Two Hundred Fifty and no/100 DOLLARS,  
 cash in hand the receipt of which is hereby acknowledged J. J. Donnelly  
 and Ella Donnelly, his wife, of Skiatook  
 of Tulsa County, State of Oklahoma, Mortgagors, hereby Grant, Bargain, Sell, Convey and Mortgage unto  
Lillie A. Cleveland of Delavan, Illinois

Mortgagee, the following described real estate, situated in Skiatook, Tulsa County, Oklahoma, to-wit:  
all of Lots number twenty three and twenty four in Block  
number eight in the town of Skiatook, Oklahoma accord  
ing to the original survey and recorded plat thereof,  
together with all and several the improvements thereon  
contained and appurtenances thereto belonging.

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, appraisement, stay and redemption.

PROVIDED, That whereas said Mortgagors J. J. Donnelly and Ella Donnelly of  
Skiatook, Okla.  
 are justly indebted unto said Mortgagee in the principal sum of Two Hundred Fifty and no/100 DOLLARS,  
 for a loan thereof made by said Mortgagee to said Mortgagors and payable according to the tenor of one certain principal note, executed by said Mortgagors,  
 bearing even date herewith, payable to the order of said Mortgagee on the first day of March 12, 1910, with interest from date until default or  
 maturity, at the rate of ten per cent. per annum, and after default or maturity, at the rate of ten per cent. per annum, payable semi-annually, both before  
 and after maturity, the installments of interest until maturity being evidenced by one coupon 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 Skiatook Bank, Skiatook, Okla. 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 Five Hundred  
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 Twenty Five DOLLARS,  
 as attorney's fees for collecting same shall be allowed, to be taxed as other costs in the suit.

WITNESS his hand this 12th day of March, 1909.  
 Executed and Delivered in the presence of:

J. J. Donnelly  
Ella Donnelly

State of Oklahoma,  
Tulsa County } ss.

BEFORE ME, A Notary Public in and for said County and State, on the 13 day of March, 1909, personally appeared  
J. J. Donnelly and Ella Donnelly, his wife, of Skiatook Okla., 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.

WITNESS MY HAND AND OFFICIAL SEAL The day and date above written.

My commission expires Aug 31, 1910.

C. H. Cleveland  
R. O. Skiatook Okla. Notary Public.

FILED FOR RECORD The 19 day of Mar, A.D. 1909, at 8:30 o'clock P. M.

By \_\_\_\_\_ Deputy.

(seal) H. W. Wacker  
 Register of Deeds.