

MORTGAGE AND OIL LEASE RECORD.

37115

DORSEY-Printing Company, Dallas, Texas 41025

OKLAHOMA REAL ESTATE MORTGAGE.

IN CONSIDERATION OF

Three Thousand (\$2,000.00)

DOLLARS,

R. W. Kellough and Ethel B. Kellough his wife
of Tulsa, Tulsa County, State of Oklahoma, Mortgagors, hereby Grant, Bargain, Sell, Convey and Mortgage unto

Avery Investment Company of Tulsa, Tulsa
County, Oklahoma

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

East half of southwest quarter of Section nine (9), Township
twenty (20) North, Range thirteen (13) East,
also east half of northwest quarter and west half of
the northeast quarter and west half of the southeast
quarter of section nine (9) Township twenty (20) North,
Range thirteen (13) East; said last described two
hundred and forty acres being covered by a
mortgage for Three Thousand (\$3,000.00) Dollars to the
Avery Investment Company, and this mortgage is
executed subject and subsequent to the said mortgage for
Three Thousand Dollars.

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. W. Kellough and Ethel B. Kellough

are justly indebted unto said Mortgagee in the principal sum of Two Thousand (\$2,000.00) 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 January 1913, with interest from date until default or

maturity, at the rate of ~~five~~ 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 ~~two~~ 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 Exchange National Bank, Tulsa, Oklahoma. 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 _____
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 Fifty (\$50.00) DOLLARS,
as attorney's fees for collecting same shall be allowed, to be taxed as other costs in the suit.

WITNESS our hand this 2nd day of January 1912

Executed and Delivered in the presence of:

R. W. Kellough
Ethel B. Kellough

State of Oklahoma,

Tulsa County ss.

BEFORE ME, A Notary Public in and for said County and State, on the 2nd day of January 1912, personally appeared

R. W. Kellough and Ethel B. Kellough, his wife
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 July 19, 1915

(Seal)

C. R. Threlwell,

Notary Public.

FILED FOR RECORD The 2 day of Jan A.D. 1912 at 440 o'clock P. M.

By

Deputy.

(Seal)

H. C. Walkley,

Register of Deeds.