

STATE OF OKLAHOMA, DELEWARE COUNTY.) SS.

Before me, Ed N. Washbourn, a Notary Public, on this 28th, day of January, 1909, personally appeared Jennie White, now Lawhead and To me known to be the identical persons who executed the within and 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 notarial seal, the day and year last above written.

Ed N. Washbourn, Notary Public.

(SEAL) My commission expires Jany. 17th, 1912.

Filed for record at Tulsa, Okla., Feb. 1, 1909, at 3.15 P. M.

H. C. Walkley, Register of Deeds (SEAL)

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MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 30th, day of January, A. D., 1909 between Lizzie Fisher and Willie Fischer, her husband, of Tulsa County, in the State of Oklahoma, parties of the first part and Union Trust Company, a corporation of the State of Oklahoma, party of the second part.

WITNESSETH, That said parties of the first part in consideration of the sum of One Hundred Sixty Five 00/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to wit.

The South One Half of the Northwest Quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section Eight (8), Township Eighteen (18) North, Range Thirteen (13) East, according to the United States Survey thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith. One for \$165.00 due March 1st, 1909, made to Union Trust Company or order, payable at its offices in Tulsa, Oklahoma, with ten per cent interest per annum from maturity, payable semi-annually, and ten per cent as attorneys fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorney's fee of \$100.00 if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said parties of the first part agree to insure the buildings on said premises in the sum of \$..... for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said parties of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said parties of the first part shall pay or cause to be paid to the party of the second part, its successors or assigns said sum of money in the above described note, and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained or if any or all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and