

assessments and shall be allowed interest thereon at the rate of ten per cent. per annum until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected or maintained, or any taxes or assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt, including attorney's fees and to foreclose this mortgage; and shall become entitled to the possession of said premises.

Said parties of the first part waive notice of election to declare the whole debt due, as above stated, and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Witnesses to her mark:

her
Lizzie X. Fisher
mark/

E. A. Lilly, R. E. Lynch.

Willie Fisher...

STATE OF OKLAHOMA,)
 : SS.
COUNTY OF TULSA?)

Before me, Lester Curie, a Notary Public in and for said County and State, on this 30th day of January, 1909, personally appeared Lizzie Fisher and Willie Fisher, 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 official seal.

Lester Curie, Notary Public.

(SEAL) My commission expires June, 28th, 1912.

Filed for record at Tulsa, Okla., Feb. 1, 1909, at 4. 20 P. M.

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

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 29th, day of January, A. D., 1909, between Lindsay Kinkaid and Maudie Kinkaid, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part and Union Trust Company, a corporation of the State of Oklahoma, of Tulsa, Oklahoma, party of the second part.

WITNESSETH, That said parties of the first part in consideration of the sum of Fifty-five Hundred Twenty-two 00/100 Dollars, the receipt whereof is hereby acknowledged, do by the se 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 Thirteen (13) feet of Lot Three (3), all of Lots Four (4) and Five (5) in Block Twenty (20) in North Tulsa, above county and State, according to the recorded plat thereof. The North One Half (N $\frac{1}{2}$) of Lot Four (4) and the South One Half (S $\frac{1}{2}$) of Lot Five (5) in Block Forty One (41) in Tulsa, above county and state, according to the recorded plat 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 \$5522.00 due May 1st, 1909, made to Union Trust Company or order