

## CONTRACT

## MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 18 day of February, A. D., 1909, between Frank L. E. Ezzell And Lenis Ezzell, 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 Three Hundred no/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the 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 N<sup>o</sup>rth Fifty (50) feet, allowing for the variation from the true meridian, of Lots Three (3) and Four (4) in Block Twelve (12), in the City of Tulsa, above county and State, according to the official survey and 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 \$ 300.00 due August 18, 1909, made to the Union Trust Company or order, payable at its offices in Tulsa, Oklahoma, with ten per cent interest per annum, from maturity, and ten per cent. attorney's fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorney's fee of \$70.00 if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are ~~towners~~ 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 that 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 and 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 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 appraisement laws.

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

Frank L. E. Ezzell

Lenis Ezzell