

thereof, nor suffer nor permit any part of the same to become subject to any lien of any kind whatsoever until this mortgage is fully satisfied, and that they will not remove or permit any part of said property to be removed, nor go, nor be out of the said Tulsa County while this mortgage remains a valid lien for any sum thereon/.

Mortgagors further covenant that they will pay or cause to be paid the said note or notes and each of them at maturity.

Now until breach be made in some of the conditions hereof, or until such time as mortgagee may deem himself insecure, the said mortgagor shall have possession of the said property and the use and benefit thereof, and shall keep and maintain the same at own proper cost and expense; but upon breach of any of the conditions aforesaid, or at any time the said mortgagee shall deem the said mortgage insecure, or if any of the above described notes and indebtedness be not paid when due, then and in that event the mortgagee may at his option and without notice, declare all the said notes and indebtedness due and payable, and may, by his agents or attorneys, take possession of all or any part of the said mortgaged property and foreclose this mortgage in manner provided by the Statutes of Oklahoma as they shall elect, or by sale of said property, either at public auction or private <sup>sale</sup>, and either with or without notice, and apply the proceeds to the satisfaction of the obligation secured hereby and all necessary costs and expenses of such foreclosure and sale, and to the satisfaction of any other obligation from mortgagor then owing to mortgagees, together with and attorney's fees of Twenty-five Dollars, if this mortgage is foreclosed by an attorney of record of this state and his name as such appears upon the notice of sale. And in the event that any deficiency exists in the satisfaction of <sup>the said debt</sup> said indebtedness and costs mortgagors agree to pay the same, and if any surplus remains from such foreclosure after satisfying such obligations and costs, mortgagee agree to pay the same to mortgagor upon demand at his place of business.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands, this 29th, day of December, 1908.

We hereby certify that the foregoing      Nora Marshall Chisholm  
mortgage was signed in our presence.      Sam Chisholm/  
J. P. White, W. L. Miller.

Witnesses.

Filed for record at Tulsa Okla. Jan. 4, 1909, at 4. 15 P. M.

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

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COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE MADE this 2nd, day of January, in the year of our Lord One Thousand Nine Hundred and Nine, by and between James D. Ward, and Eva Ward, his wife, of the County of Rogers, and State of Oklahoma, parties of the first part, and Luella F. Stewart, of Wellington, Kansas, party of the second part,

WITNESSETH: : That the said parties of the first part, for and in consideration of the sum of Fourteen Hundred Fifty Dollars to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to her successors and assigns, forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa, and State of Oklahoma, to wit:

South West Quarter (SW $\frac{1}{4}$ ) of North East Quarter (N.E. $\frac{1}{4}$ ) and the South West Quarter