

at right-angles a distance of Fifty (50) feet, thence at right angles east a distance of One Hundred Twenty Six (126) Feet, thence North at right angles a distance of Fifty (50) feet to the place of beginning, allowing for the variation of the townsite from the true meridian;

Being the North Fifty (50) feet of the South Half of Lot Two (2) and the North Fifty (50) feet of the East Fifty six (56) feet of the South-half of Lot Three (3), all in Block Fifty nine (59) in said City of Tulsa. Together withall of the improvements thereon and appurtenances thereunto belonging and warrant the title to the same. ✓

THIS MORTGAGE IS GIVEN as security for thepayment of one <sup>(1)</sup> ~~95~~ promissory note: dated the 31st, day of December, 1908, executed and delivered by the said Lee D. Lewis and Ida M. Lewis, and payable to the order of the said mortgagee, with interest thereon at the rate of Eight (8%) per cent per annum, payable semi-annually. Said principal note is for the sum of Four Thousand Dollars (\$4,000.00) and is due the 31st, day of December, 1911. Attached to said principal note of Four Thousand Dollars (\$4,000.00) are six (6) interest coupons of even date herewith, payable to the order of said mortgagee and signed by said first parties, each of said coupons beingfor the sum of One Hundred Sixty Dollars (\$160.00) each, one due at the expiration of each six (6) months hereafter, all bearing interest at the rate of Eight (8%) per annum after maturity.

provided always, that t his instrument is made, executed and delivered upon the following conditions, to-wit:

The said first parties hereby covenant and agree to pay all taxes and assessments on said lands when the same become due, and to keep the buildings on said mortgaged premises insured in some reliable fire insurance company for the sum of Four Thousand Dollars (\$4,000.00), and to assign said policies to said second party as his interest may appear, and deliver said policies and renewals thereof to said secondparty, <sup>and</sup> ~~the~~ said first parties assume all responsibility of proof and care and expense of collecting said insurance if loss occurs; that said first parties agree to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

IT IS FURTHER EXPRESSLY AGREED by and between the parties hereto that if any default be made in the payment of the principal or interest, taxes, insurance premiums, or in case of the breach of any covenant herin contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled tothe immediate pssession of the premises and all the rents and profits thereof.

SAID PARTIES OF THE FIRST PART hereby agree that in ~~the~~ event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Four Hundred Dollars (\$400.00) which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate, and all benefits of the homestead exemption and stay laws of the State of Oklahoma. Dated this 31st, day of December, 1908, at Tulsa, Oklahoma.

Lee D. Lewis

Ida M. Lewis.

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

Before me, J. L. Harnage, a Notary Public in and for said County and State, on this 15th day of January, 1909, personally appeared Lee D. Lewis a nd Ida M. Lewis, husband and wife, 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 the day and year above set forth.

J. L. Harnage, Notary Public.

(SEAL) My commission expires Jan 22, 1912

Filed for record at Tulsa, Okla. Mar. 9, 1909, at 1.40 P. M. H.C. Walkley, Register of Deeds (Seal)