

## MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 16th, day of March, A. D., 1909, between W. M. Friend, a single man, of Tulsa, Oklahoma, party of the first part, and Kate Potter Forbes, of Rochester, New York, of the second part:

WITNESSETH: That the said party of the first part, in consideration of the sum of one thousand and Three Hundred (\$1,300.00) Dollars, to him in hand paid by the party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the party of the second part, her heirs and assigns, the following described real estate, situated in the City of Tulsa, Tulsa County, Oklahoma, to-wit:

Lot number 2 of Block number 85, of the original townsite of Tulsa, as shown by the Government survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the party of the second part, her heirs and assigns, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition that whereas said party of the first part has this day executed and delivered to the party of the second part one promissory note in writing, described as follows:

Dated March 16th, 1909; Amount One Thousand, Three Hundred (\$1,300) Dollars, with interest thereon at the rate of ten per cent per annum from date until paid; said interest payable semi-annually, and if not paid when due becomes as principal, and bears same rate of interest. said note is due two years after date.

For the further security of said indebtedness, party of the first part covenants and agrees to the party of the second part, that he will keep the improvements of the said lot, at all times, in a state of good repair, and constantly insured for the benefit of the said party of the second part, her heirs and assigns, in one or more <sup>insurance</sup> insurance companies, satisfactory to said party of the second part, against fire and tornadoes; and he further agrees to pay all taxes, special assessments or liens of any kind or character, that are now, or hereafter may be held against said premises when due, and to pay all insurance premiums when due.

Should the party of the first part make default in the payment of the above described note or any part thereof when same ~~may~~ become due, or should make default in the payment of any insurance premiums, taxes, special assessments, mechanical or other liens or incumbrances, that are now or hereafter may be held against said property by any authority or person, then the first party may immediately perform and discharge said taxes, insurance premiums, liens or special assessments in protecting said title, or in making said repairs and the sum or sums so paid out by her shall become a debt due in addition to the indebtedness represented by the above described note, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof, at the rate of ten per cent per annum, payable semi-annually, the same as the principal debt.

It is further agreed and understood that if the party of the first part should fail to keep said property insured as above provided, and pay the insurance premiums, or should fail to pay any taxes, liens, special assessments, or other claims against said property when due, the party of the second part may at her option, instead of paying said claim herself, declare the entire indebtedness due and proceed to collect same according to law.

It is further agreed that if party of the first part shall keep said buildings in repair and fully insured as above provided and shall keep all taxes, special assessments, liens and other encumbrances paid ~~when~~ due, and shall pay the above described note and interest thereon