

REAL ESTATE MORTGAGE.

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

this indenture, Made this 19 day of February, A. D., 1909, between First United Presbyterian Church of Tulsa, Oklahoma, of Tulsa County, in the State of Oklahoma, of the first part and J. C. Cutchall, of Tulsa County, in the state of Oklahoma, of the second part:

WITNESSETH: That said party of the first part in consideration of the sum of Twenty Five Hundred and no/100 Dollars, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto said party of the second part, his heirs and assigns, the following described real estate, situate in Tulsa County, and State of Oklahoma, To-wit:

All of Lot Seven (7) and the North Half of Lot Six (6) in Block Thirty (30) in the City of Tulsa, Oklahoma, as shown by the Government plat of the said City of Tulsa, more specifically described as follows: Lot Seven (7) in Block 30, and that part of Lot Six (6) in Block 30 which joins Lot Seven and has a frontage of 50 feet on Cheyenne Avenue and depth of 140 feet to an alley, and a uniform width of 50 feet, in the City of Tulsa, Oklahoma, as shown by the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all the appurtenances thereunto belonging, or in anywise appertaining forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that, whereas, said First United Presbyterian Church of Tulsa, Oklahoma has this day executed and delivered its certain promissory note in writing to said party of the second part for \$2500.00, due and payable on or before Two (2) years after date, bearing interest from date at the rate of seven per centum (7%) until paid.

And the first party agrees to keep the buildings insured for \$4000.00.

And the Mortgagor agrees to pay \$150.00 Attorney's fees on foreclosure.

Now if said party of the first part ^{shall} pay or cause to be paid said party of the second part his heirs or assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid, when the same is due, or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisal of said Real Estate and all benefit of the Homestead Exemption and Stay Laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand, the day and year first above written.

FIRST UNITED PRESBYTERIAN CHURCH OF TULSA, OKLAHOMA.

By R. S. Sloan

Nold W. Groh

Anna L. French, Trustees.

STATE OF OKLAHOMA,)
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 COUNTY OF TULSA.)

Before me a Notary Public, in and for said County and State aforesaid, on this 19 day of February, 1909, personally appeared Nold W. Groh, and Anna L. French, and personally known to me to be the identical persons who executed the ^{above} within and foregoing instrument as the Trustees of the First United Presbyterian Church of Tulsa, Oklahoma, and acknowledged to me that they