

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 27th, day of April in the year of our Lord, One Thousand Nine Hundred and Nine, between Easter Dawson and her husband Anthony D. Dawson, of the County of Tulsa State of Oklahoma, parties of the first part, and Rufus B. Thompson, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Three Hundred (\$300.00) Dollars, in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, sell, convey and confirm, unto the said party of the second part and to his heirs and assigns, forever, all of the following described real estate lying and situate in the County of Tulsa, and State of Oklahoma, to-wit:

Lot Number Nine (9) in Block Number Six (6) in Hodge Addition to the City of Tulsa, Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the express conditions; that if the said parties of the first part their heirs and assigns, shall well and truly pay or cause to be paid to the said party of the second part, his heirs and assigns, the sum of Three Hundred Dollars, with interest thereon at the time and manner specified in Three Certain promissory notes, bearing date April 27th, 1909, executed by the parties of the first part, payable to the order of Rufus B. Thompson, at Sapulpa, Oklahoma, as follows, \$100.00 payable April 27th, 1910, with 10 per cent interest from date until maturity; \$100.00 payable April 27th, 1911, with 10 per cent interest from date until maturity, and \$100.00 payable April 27th, 1912, with 10 per cent interest from date until maturity, then and in that case these presents and every thing herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$100.00 Attorney's fees, all cost of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said parties of the first part hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said party of the first part shall at all times keep the buildings on said premises insured against loss or damage by fire or tornado in a sum not less than \$300.00 loss, if any, payable to the said party of the second part as his interest may appear.

IN TESTIMONY WHEREOF: The said parties of the first part have hereunto set their hands and seals the day and year above written.

WITNESS to Mark:

Jessie M. Houston

J. W. McNeel

Easter Dawson
his
Anthony (X) D. Dawson.
mark