

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 20th, day of March, 1909, by and between Arthur G. Reed and Matilda F. Reed, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and W. H. Roeser, Guardian of Robert Pitman, Jr. of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Thirty Five Hundred (\$3500.00) Dollars, to them in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, and do by these presents, grant, bargain, sell, convey and confirm unto the said party of the second part, and to his successors, executors, administrators ^{or} assigns, forever, all the following described tract of land, situated in Tulsa, Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) of the Bayne Addition to the City of Tulsa, Oklahoma, according to the official plat and survey thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns, forever.

This mortgage is given as security for the performance of the covenants herein, and the payment to W. H. Roeser, Guardian, the party of the second part, the principal sum of Thirty Five hundred Dollars, due to said second party, for an actual loan of the said amount, on the 20th, day of March 1914/ according to the terms and conditions of one principal note in the amount of Thirty Five Hundred Dollars, dated the 20th, day of March, 1909, bearing interest at the rate of 8% per annum, payable annually, with privilege of paying \$100.00, or any multiple thereof on any interest paying date, made and executed by first parties.

Second: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said lands, when the same becomes due, and keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of ~~--- (\$---~~ Dollars, and to assign the policies ^{if his interest may apply, and deliver said policies and renewals to said party of the second} to said party of the second part, to be held by him until this mortgage is fully paid, and the said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. In the event of default by the party of the first part in any payment or payments of taxes, assessments of any kind, or of insurance premiums, party of the second part may pay same and such sums so paid shall thereafter draw interest at the rate of 8 per cent. per annum.

Third: It is further expressly agreed by and between the parties hereto, that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or the premium for said fire insurance, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum herein named, and the interest thereon, shall immediately become due and payable, at the option of the second party, and this mortgage may be immediately foreclosed.

Now if said parties of the first part shall well and truly pay to the said party of the second part, his heirs, executors, assigns ^{or} administrators, the sum of money hereinbefore recited, and all other amounts which may be paid out by said second party or assigns, under the provisions of this mortgage, and all other indebtedness which may be due said party or assigns, at the times herein stipulated, then this conveyance shall be null and void, otherwise to remain in full force and effect. And in case of any default in the payment of said indebtedness, or failure of said first party ^{to fulfill} any of the stipulations and agreements herein contained, said party of the second part, his heirs or assigns, agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness ^{hereby named} at once due and payable, to take ^{charge} of said property