

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 26th, day of March A. D. , 1909, between Anna M. Marr and S. W. Marr, of Tulsa County, in the State of Oklahoma, party of the first part, and Kate Potter Forbes, of Rochester, New York, of the second part:

WITNESSETH: That said parties of the first part, in consideration of the sum of Five Thousand Dollars (\$5,000.00), to them 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:

The North Seventy Five (75) Feet of Lot One (1) in Block One Hundred and Three (103) of the City of Tulsa, Oklahoma.

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 26th, 1909. Amount Five Thousand Dollars (\$5,000.00), with interest thereon at the rate of Eight per cent per annum from date until paid; said interest payable semi-annually, and if not paid when due becomes as principal and bears the 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 with 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 insurance companies, satisfactory to said party of the second part, against fire, and he further agrees to pay all taxes special assessments or liens of any kind or character, that are now due, 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 may hereafter 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 other 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 cost in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight 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 claims 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 building in repair and fully insured as above provided and shall keep all taxes, special assessments, liens and other incurred benefits paid when due, and shall pay the above described note and interest thereon when due, then this conveyance shall become null and void, otherwise to be and remain in full force and effect.