

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) 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 ^{in Tulsa} and assigns, forever, all the following described tract of land, situated in Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) 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 right 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 party of the second part, 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, and bearing interest at the rate of 8% per annum, payable annually; with the 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 to 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 to said party of the second part, as his interest may appear, and deliver said policies and renewals 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 the 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