

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this fifteenth day of May in the year of our Lord One Thousand Nine Hundred nine by and between J. M. Gillette and Minnie M. Gillette, husband and wife, of the County of Tulsa and State of Oklahoma, part of the first part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized under the laws of the State of Connecticut, having its principal office in the City of Hartford, Connecticut, party of the second part:

WITNESSETH, That the said part us of the first part, for and in consideration of the sum of Five thousand and no/100 Dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece, or parcel of land lying and situated in the County of Tulsa and State of Oklahoma, to-wit:

The west half of the southeast quarter (W 1/2 of S 1/4) the southeast quarter of the southwest quarter (S 1/4 of S 1/4) and lot seven (7) in section nine (9) township nineteen (19) north range twelve (12) east of the Indian Meridian less about four acres deeded to the A. V. & W. Railway Company for Right of Way.

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 its successors and assigns forever. And the said part us 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, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST. Said part us of the first part are justly indebted unto the said party of the second part in the principal sum of Five thousand and no/100 Dollars, being for a loan made by the said party of the second part to the said part us of the first part and payable according to the tenor and effect of their certain negotiable promissory note, executed and delivered by the said part us of the first part, bearing date May 15th 1909, and payable to the order of said THE TRAVELERS INSURANCE COMPANY, of Hartford, Connecticut, on the first day of 15th day of May, 1914, at the office of said Company, in Hartford, Connecticut, with interest thereon from date until maturity at the rate of six per cent. per annum, payable annually, which interest is evidenced by ten coupon interest notes of even date herewith, and executed by the said part us of the first part, one (the first) for Five hundred and fifty Dollars, due on the first day of May 1910, and notes for One hundred and fifty Dollars, due on the first day of every six months, the first note being due November 21, 1909 and last note due May 21, 1914.

respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent. per annum, and are made payable to the order of said THE TRAVELERS INSURANCE COMPANY, at its office in Hartford, Connecticut. G. P. Beckwith, Kansas City, Mo.

SECOND. Said part us of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County or Town wherein said land is situated, when the same become 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 Five thousand Dollars, and to assign the policies to said party of the second part, as their interests may appear, and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD. The said part us of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not commit or allow any waste on said premises.

FOURTH. It is further expressly agreed by and between the parties hereunto 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 upon said loan, 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 named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

FIFTH. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH. Said part us of the first part hereby agree, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Two hundred Dollars, which this mortgage also secures.

Part of the first part shall have the privilege of making partial payments on the principal sum herein named in amount of \$100 or multiples at any interest paying time after one year from date hereof.

And the said part us of the first part, for said consideration, do hereby expressly waive appraisement of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said part us of the first part hereunto subscribe their names on the day and year first above mentioned.

Executed and delivered in the presence of

E. A. Lilly
E. M. Gillette

J. M. Gillette
Minnie M. Gillette

The State of Oklahoma

ss.

County of Tulsa

BEFORE ME, E. A. Lilly, a Notary Public in and for said County and State, on this 15th

day of May 1909, personally appeared J. M. Gillette

and Minnie M. Gillette, husband and wife,

to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as

their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS My hand and official seal.

My Commission expires Sept 24, 1912 (Sat) E. A. Lilly, Notary Public.

Filed for Record the 4 day of June A.D. 1909 at 12 o'clock M.

By (Seal) Deputy, H. G. Walkley Register of Deeds.