

OKLAHOMA REAL ESTATE MORTGAGES.

JANUARY 1912.

In Consideration of Nine Thousand Dollars (\$9000.00) John C. Mitchell and Alice M. Mitchell, his wife of Tulsa County, State of Oklahoma, who will be described and referred to now and hereafter in this instrument in the plural as mortgagors, whether one or more in number, hereby grant, bargain, sell, convey and mortgage unto C.D. Coggeshall mortgagee, of Tulsa, Oklahoma the following described real estate, situated in Tulsa County, Oklahoma, to-wit: All of Lot Eight (8) and the Easterly ten (10) feet of Lot Seven (7) both in Block One Hundred Three (103) according to the Original plat of the City of Tulsa as approved by the Secretary of Interior.

The mortgagors represent that they have fee simple title to said lands, free and clear of all liens and encumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors are justly indebted unto said mortgagee in the principal sum of Nine Thousand Dollars (\$9000.00) for a loan thereof made by said mortgagors to said mortgagee and payable according to the tenor of certain principal notes, executed by said mortgagors, bearing date of December 6th 1909, payable to the order of said mortgagee, C.D. Coggeshall follows:

One principal note of \$2000.00 due December 6th 1910.

" " " " \$2000.00 " December 6th 1911.

" " " " \$5000.00 " December 6th 1912.

With interest from date until default or maturity at the rate of six per cent per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by coupons attached to said principal notes and of even date therewith, and payable to the order of said mortgagee, both principal and interest being payable at his office in Tulsa, Oklahoma in New York Exchange.

If the said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said notes, as the same shall mature and shall keep and perform all of the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements or upon any interest or estate thereon including the interest represented by this mortgage lien, or upon the mortgage or note or debt secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enjoying or enforcing full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent. per annum. from