

## REAL ESTATE MORTGAGE.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. )

THIS INDENTURE, Made this 4th, day of June A. D., 1909, between R. Jeff Yeager, of Muskogee, Oklahoma, of the first part, and W. F. Tucker, of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of Seven Hundred (\$700) Dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit:

Part of Lots One (1) and Two (2) in Block Sixty Eight (68) in the City of Tulsa, more particularly described as a plat of ground bounded as follows:

Commencing at a point on the Southerly line of Lot Two (2) aforesaid, 60 feet Easterly from the point of intersection of such Southerly lot line with the Easterly line of the alley in said Block 68, thence in an Easterly direction along said Southerly lot line a distance of 30 feet to a point; Thence in a Northerly direction along a line parallel with such Easterly line of said alley to a point of intersection with the Southerly line of the right-of-way of the St. Louis and San Francisco Railroad Company, Thence in a Westerly direction along the said Southerly line of the said right-of-way to a point of intersection of a parallel with and 60 feet Easterly from the Easterly line of the alley in said block 68; thence in a straight line to point of beginning.

TO HAVE AND TO HOLD the same, together with all the appurtenances thereunto belonging, or in anywise appertaining forever, and warrant the title to the same.

PROVIDED, ALWAYS, and these presents are upon this express condition, that, whereas, Said R. Jeff Yeager, has this day executed and delivered his certain promissory note in writing to said party of the second part for the sum of Seven Hundred (\$700) Dollars bearing interest from date at the rate of 8% per annum and due on or before January 1st, 1910.

And the mortgagor agrees to pay \$100 attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid said party of the second part, his heirs or assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisal of said real estate and all benefit of the homestead Exemption and Stay Laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand, the day and year first above written.

R. Jeff Yeager.