

## REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That I, John S. Wills and May Wills, his wife, of said John Wills, of Creek County Okla., for and in consideration of the sum of Four Hundred and Thirty Dollars, to us in hand paid by I. F. McGee, of Mounds, Oklahoma, the receipt whereof is hereby acknowledged have granted, bargained and sold and do hereby grant, bargain, sell and convey unto the said I. F. McGee, and unto his heirs and assigns, the following described real estate situated in Tulsa County, Oklahoma, and known and described as follows, to-wit:

The Southeast Quarter (4) of the Southwest Quarter 1/4 of Section (11) Eleven, Township (16) North, Range (13) Thirteen East of the Indian Base and Meridian, according to the Government Survey thereof: Subject however to a certain note and mortgage for the sum of \$1125.00 executed by us to L. W. Clapp, of Wichita, Kansas, which said note and mortgage has been assumed by J. H. Korndorfer as part of the purchase price for the North Half of said Southwest Quarter of said Section Eleven, Township 16 North, Range (13) Thirteen East, which was heretofore sold said Korndorfer by us.

TO HAVE AND TO HOLD THE SAME, unto the said I. F. McGee and unto his heirs and assigns forever, with all the privileges and appurtenances thereunto belonging.

And we, the said John S. Wills and May Wills, for ourselves and our heirs, executors, administrators and assigns, covenant with the said I. F. McGee, his heirs and assigns, that we have good right to sell and convey the same to the said I. F. McGee as aforesaid; and that we will and our heirs, executors and administrators, shall forever warrant and defend the title to the said real estate against all lawful claims and demands whatever, except as above set forth.

The foregoing conveyance is on condition that: Whereas, the said John S. Wills and May Wills are justly indebted to the said I. F. McGee, in the sum of Four Hundred and Thirty Dollars, for borrowed money, evidenced by One certain promissory note of even date herewith, due and payable to I. F. McGee, December 24th, 1909, with ten per cent interest from maturity.

Now if the said John S. Wills and said May Wills shall pay or cause said note to be paid, according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said John S. Wills and said May Wills shall at all times keep all taxes fully paid, as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of not less than \$.....; loss if any, payable to the said..... as his interest may appear.

AND IT IS FURTHER HEREBY AGREED, that in case the said John S. Wills and May Wills shall make default in payment of taxes or of keeping said buildings insured as aforesaid, then the said I. F. McGee, or his legal representatives, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at ten per cent, per annum from the date of such expenditure until repaid shall be considered a sum the repayment of which is intended to be hereby secured.

WITNESS OUR HAND ON THIS 24th, day of JUNE A. D., 1909.

John S. Wills (SEAL)

May Wills (SEAL)