

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 13th, day of July 1909, by and between the Broken Arrow Electric Light & Power Company, a corporation, duly organized and existing under the laws in force in the State of Oklahoma, acting by and through its proper officers, (duly authorized by Resolution of the Board of Directors, passed on the 13th day of July 1908, at a meeting held for that purpose, at the office of said corporation, on said date) party of the first part and the First National Bank of Broken Arrow, Oklahoma, second party.

WITNESSETH: That said party of the first part, for and in consideration of the sum of Five Thousand Dollars (\$5000.00), the receipt of which is hereby acknowledged, does hereby and by these presents grant, bargain, sell and convey unto the said second party, its successors and assigns all the following described property, to-wit:

All of Lot numbered Fifty Three (53) in the Town of Broken Arrow, Tulsa County, Oklahoma, together with the Brick Power House 50 x 50 feet; Brick Boiler House 24 x 28 feet adjoining same; Frame Office Building; and one 100 horse power boiler, one 100 horse power engine, one generator 80 Kilo Watt 2300 Volts, together with all the appliances apparatus in said building and on said block located; also about ten (10) miles of wire, not less than two (2) wire and as many as ten (10) wire to the pole; 300 poles 26 amp lamps; 175 Meters, Nernst Lamps, Transformers, motors, etc.

And also all the rights, privileges and interest of the Broken Arrow Electric Light & Power Company, granted to it by the Town of Broken Arrow under and by virtue of the Ordinance Number 54 of the Ordinances of said town.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, its successors and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever: Provided, always, that these presents are upon the express condition, that whereas, the said Broken Arrow Electric Light & Power Company, is justly indebted to said second party in the sum of \$5000.00 and has by and through its proper officers, duly authorized, executed and delivered to said second party, its certain notes as evidence of such indebtedness, to-wit: five notes described as follows:

Note number 1, dated at Broken Arrow, Okla., July 13th, 1909, for \$1000.00, due August 1st, 1910, bearing interest at 10%, payable semi-annually as shown by coupon Notes attached.

Note number 2, dated Broken Arrow, Okla., July 13th, 1909, for \$1000.00 due August 1st, 1911, bearing interest at 10% payable semi-annually, as shown by coupon notes attached.

Note number 3, dated Broken Arrow, Okla., July 13th, 1909, for \$1000.00, due August 1st, 1912, bearing interest at 10% payable semi-annually, as shown by coupon Notes attached.

Note number 4, dated Broken Arrow, Okla., July 13th, 1909, for \$1000.00, due August 1st, 1913, bearing interest at 10%, payable semi-annually, as shown by coupon Notes attached.

Note number 5, dated Broken Arrow, Okla., Jul 13th, 1909, for \$1000.00, due August 1st, 1914, bearing interest at 10%, payable semi-annually, as shown by coupon Notes attached.

Now, if said party of the first part shall pay or cause to be paid to said second party its successors or assigns, said sum of money in the above described notes mentioned