

## MORTGAGE OF REAL ESTATE

THIS INDENTURE, made this first day of July 1909, by and between Will McCloud and Emma McCloud, of Tulsa County, in the State of Oklahoma, of the first part, and Samuel A. Orcutt, of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Thirteen Hundred and Fifty (\$1350) Dollars, to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed and do by these presents grant, bargain, sell convey and confirm unto the said party of the second part, and to his heirs, executors, administrators or assigns forever, all the following described tract of land situated in Tulsa County, State of Oklahoma, to-wit:

Lots Fourteen (14) Fifteen (15) and Sixteen (16) in Block Ten (10) of the Orcutt Addition to the City of Tulsa Oklahoma, according to the official plat and survey thereof

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 home stead exemption unto the said party of the second part, and to his heirs and assigns forever.

This mortgage is given as security for the performance of the covenants herein and the payment to Samuel A. Orcutt, the party of the second part, the principal sum of \$1350.00 Dollars due to said second party for an actual loan of the said amount, six and twelve months from date hereof, according to the terms and conditions of two promissory notes, one for \$675.00 due six months from July 1, 1909, of even date herewith, and one for \$675.00 due twelve months from July 1, 1909, of even date herewith, each bearing interest at rate of 8 % from date, made and executed by the parties of the first part.

SECOND: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said lands, when the same becomes due, and to keep the buildings upon the mortgage premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of ----- (\$----) Dollars and to assign the policies to said party of the second part, as his interest may appear and deliver said policies and renewals to said party of the second part, to be held by him until this mortgage is fully paid, and the said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. In the event of default by the party of the first part in any payment or payments of taxes, assessments of any kind, or of insurance premiums, party of second part may pay same and such sums so paid shall draw interest thereafter at the rate of 8 per cent per annum.

Third: It is further expressly agreed by <sup>and</sup> ~~that~~ between the parties hereto, that if and default be made in the payment of any installment of taxes or assessments upon said premises, 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 herein named, and the interest thereon, shall immediately become due and payable, at the option of the second party, and this mortgage may be immediately foreclosed.

Now if said parties of the first part shall well and truly pay to said party of the second part, his heirs, executors, assigns, or administrators, the sum of money hereinafter recited, and all other amounts which may be paid out by said second party or assigns, under the provisions of this mortgage, and all other indebtedness which may become due said party of assigns, at the times herein stipulated, then this conveyance shall be