

## MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 29th, day of April A. D., 1909, between C. B. Larrabee, of the City and County of Denver, State of Colorado, party of the first part, and Charles L. Dickerson, of the same place, party of the second part:

WITNESSETH: That saidparty of the ~~first~~ part, in consideration of the sum of Two Hundred and Sixty Five (\$265.00) the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part his successors and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), in Block Ten (10) in the town of Skiatook.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note, of even date herewith, for Two hundred and Sixty Five Dollars (\$265.00) Dollars due on or before six months after date, made to Charles L. Dickerson, or order, payable at Denver Colorado, with eight per cent interest per annum, payable semi-annually, and ten per cent additional as Attorney's fees in case of legal proceedings to collect, and signed by C. B. Larrabee.

The first party hereby covenants that he is the owner, in Fee Simple of said premises and that they are free and clear of all incumbrances. That he has good right and authority to, convey and incumber the same, and that he will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure the buildings on said premises in the sum of \$----- for the benefit of the Mortgagee and maintain such insurance during the existence of this mortgage. Said first party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now, if said party shall pay or cause to be paid to second party, his successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note, and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain in full force and effect. If such insurance is not effected and maintained or in any and all of said taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum until paid, and this mortgage shall stand as security for all such payments, and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once, and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage; and shall be entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisement laws.

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

C. B. Larrabee