

D. N. Stafford, Notary Public.

(SEAL) My commission expires Jany. 31st, 1911.

Filed for record at Tulsa, Okla., Jun. 28, 1909, at 11.20 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

MORTGAGE OF REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS:

That Joseph P. Harter and Mary O. Harter, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Alice G. Barrows, of Oklahoma County, State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The Northerly One half ($\frac{1}{2}$) of Lot Numbered One (1) in Block Numbered One Hundred Ninety Six (196) in the City of Tulsa, according to the Government Survey and plat thereof, with all the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

THIS MORTGAGE is given as security for the payment of One (1) promissory note, dated the 21st, day of June 1909, due June 21st, 1912, executed and delivered by the said parties of the first part to said party of the second part, for the sum of Nine Hundred Dollars (\$900.00) with interest from date at the rate of (10%) ten per cent. per annum, payable semi-annually as evidenced by Six (6) interest coupons for Forty Five (\$45.00) Dollars each attached to said principal note, said coupons being due one every six 6 months after date, signed by said parties of the first part, and payable to said mortgagee. Privilege given to pay said note in full at any interest paying period.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments on said land when the same become due and to keep the buildings on said mortgaged premises insured in some reliable fire and tornado insurance company or companies for the sum of Nine Hundred Dollars (\$900.00) and to assign said policy or policies to said second party as her interest may appear, and deliver said policies and renewals thereof to said second party, and said first party assumes all responsibility of proof and care and expense of collecting said insurance if loss occurs; that said first parties agree to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

IT IS FURTHER EXPRESSLY AGREED by and between the parties hereto that if any default be made in the payment of the principal or interest or taxes, insurance premiums or in the case of the breach of any covenant herein contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

SAID PARTIES OF THE FIRST PART hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Ninety Dollars (\$90.00), which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement