

## M O R T G A G E.

KNOW ALL MEN BY THESE PRESENTS:

Euphémie Fergue and Husband Gilbert Fergue, of Tulsa County, State of Oklahoma, hereafter designated the first parties, for and in consideration of the sum of Twenty Five Hundred no/100 Dollars to us cash in hand paid by M. Louise Mitchell of Cayuga County, State of New York, hereinafter designated the second party, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said second party, her heirs and assigns forever, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

The East Fifty (50) Feet of Lot One (1) in Block One Hundred and Eighteen (118) according to the original plat of the City of Tulsa, as approved by the Secretary of the Interior. Together with all the improvements thereon and all the appurtenances thereunto belonging and all the rights of homestead therein:

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, her heirs and assigns forever. The said first parties hereby covenant and agree to and with the said second party, to warrant and defend the title to said premises against all lawful claims whatsoever.

PROVIDED, ALWAYS, and this conveyance is upon these express conditions: That if the said parties their heirs, administrators, executors or assigns, shall pay to the said second party the sum of Twenty Five Hundred no/100 Dollars, payable as follows:

Twenty Five Hundred no/100 Dollars on the 19th, day of July 1912. with annual interest thereon at the rate of 8 per centum, payable semi-annually, principal and interest payable at the office of E. D. Mitchell, at Tulsa, Oklahoma, with current rate of exchange on New York City, in gold or its equivalent; according to the terms of their certain promissory notes of even date and tenor herewith, with interest coupons attached and shall pay all taxes and other assessments on said lands, and upon this mortgage or upon the notes secured hereby, during the life of this mortgage and before the same shall become delinquent, and shall also, at their own expense keep the buildings on said premises insured against fire, in a good and reputable insurance company, for the benefit of the said second party, or assigns, to the extent of \$2500.00 until this mortgage is paid, or otherwise extinguished, then this instrument shall be void, otherwise to remain in full force and effect.

PROVIDED, ALSO, That, on default in the payment of any part of said principal or interest, or taxes or other assessments, when and as the same shall become due, or if said parties shall fail or neglect to keep the buildings on said property insured as above provided, then the whole of the money hereby secured shall become due and payable immediately upon such default or failure, at the option of the holder of said notes and without further notice.

And the said parties hereby promise and agree to and with the said second party, heirs, administrators, executors and assigns, to pay said principal, interest, taxes and other assessments when and as the same shall become due, to maintain the insurance on the buildings as above provided, and to comply faithfully with all the terms and conditions of this mortgage, and that, in case any of said taxes or other assessments shall become delinquent, or in case said first parties shall fail to maintain the insurance on said buildings as above provided, the said second party may pay said taxes and assessments and may effect such insurance, and add the amounts so paid, with interest thereon to the indebtedness hereby secured and recover the same as a part thereof; and that, in case of foreclosure of this mortgage, a reasonable sum, to be fixed by the Court,