

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, made this 27th, day of May 1909/ by and between Harry Stearns and Una Stearns, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and W. H. Roeser, of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Three Hundred and Fifty Three (\$353) 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:

Lot Five (5) in Block Two (2) of the Earn's 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 homestead 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 W. H. Roeser, the party of the second part, the principal sum of \$353.00 Dollars, due to said second party for an actual loan of the said amount, thirty five weeks from date, according to the terms and conditions of one principal note in the amount of \$353.00 Dollars, dated the 27th day of May 1909, bearing interest at the rate of 8 per cent per annum, payable at the rate of \$10.00 per week, made and executed by the parties of the first part. This mortgage being subject to a first mortgage on said property in the sum of \$375.00.

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 mortgaged 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 the second part may pay same and such sums so paid shall thereafter draw interest at the rate of 8 per cent per annum.

THIRD: It is further expressly agreed by and between the parties hereto, that if and default be made in the payment of either said principal or interest notes, when the same become due, or in case of the default 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 become immediately 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