

M O R T G A G E.

KNOW ALL MEN BY THESE PRESENTS:

That George Schmidt and his wife Sophronia Schmidt, of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of Three Hundred and Seventy Five (\$375.00) Dollars and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage to the Crews Loan and Investment Company, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lot Seven (7) and the Northerly One Half ($\frac{1}{2}$) of Lot Six (6), all in Block Ninety Three (93) in the City of Tulsa, Oklahoma, as shown by the recorded plat thereof. of the Indian Base and Meridian, and warrant the title to the same; this mortgage however being subject to a prior mortgage of the same date between the same parties for a principal sum of Five Thousand (\$5,000) Dollars.

The said sum secured hereby is evidenced by a certain promissory note of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part, in four installments. Now, if the said party of the first part shall fail to pay said installments of the note secured hereby when the same shall become due, or shall fail in any of the terms and conditions of said prior bond or mortgage, or said installment note, the whole sum secured hereby shall forthwith become due and payable, at the option of the holder hereof, who may immediately proceed to foreclose this mortgage, and in case of such foreclosure, and as often as any such proceedings may be had, the party of the first part agrees to pay an attorney's fee of \$50.00 for the services of plaintiff's attorney, which shall be due upon the filing of the petition of any such action, and the same shall be a lien upon said land, secured hereby, and shall be included in the judgement of foreclosure, or taxed as costs therein at the option of the holder hereof and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisalment of said premises and agrees that the same may be sold, with or without appraisalment at the option of the party of the second part; and the party of the first part expressly agrees to pay any and all sums of money necessary to protect the title of said premises, or to keep the same from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage; and if said prior mortgage be assigned in trust or otherwise, to another than the second party, then any part of principal and interest secured hereby, and taken up held, or owned by said second party, and by and other sum paid, as authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgement or decree entered hereon; and all sums secured hereby, including the installments of said note, shall draw interest at the rate of ten per centum per annum from date until paid, as provided in said installment note.

And I hereby agree that the consideration of the note secured hereby is for Money borrowed and services rendered.

Signed and delivered this First day of July 1909.

George Schmidt

in presence of:

Sophronia Schmidt.

STATE OF OKLAHOMA,)
) SS.
T U L S A C O U N T Y.)

BEFORE ME, C. R. Adams, a Notary Public, in and for said County and State, on this first day of July 1909, personally appeared George Schmidt, and his wife Sophronia Schmidt, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary