

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, made this 9th, day of August A. D. 1909, between Guy D. McKenzie, a single man, of Tulsa County, in the State of Oklahoma, party of the first part, and Union Trust Company, a corporation of the State of Oklahoma, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part in consideration of the sum of Two Hundred Sixty Five 00/100 Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

The Southerly Thirty Feet (30) feet of Lot Two (2) and the Northerly Twenty (20) feet of Lot Thrae (3) in Block Three (3) in North Tulsa according t-o the official plat and Government survey thereof.

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. One note for \$265.00 due De cember 9th, 1909., made to Union Trust Company or order, payable at its offices in Tulsa, Oklahoma, with ten per cent, interest per annum, thereon from Maturity, and ten per cent. as attorneys fees if placed in the hands of an attorney for collection and paid without suit, an additional attorneys fee of \$75.00 if suit is brought to foreclose this mortgage.

Said party of the first part hereby covenant that he is 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 encumber the same, and he will warrant and defend the same against the lawful claims of all persons whomsoever. Said part--of the first part agree--to indure 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 party of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said party of the first part shall pay or cause to be paid to the party of the second part, its successors or assigns, said sum of money in the above described 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 affected and maintained or if any or all 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 affected or 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 become entitled to the possession of said premises.

Said party of the first part 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.