

STATE OF MISSOURI,)
) SS.
 COUNTY OF JACKSON.)

BEFORE ME, U. S. Grant Peabody, the undersigned, a Notary Public, in and for said County and State, on this Fifth day of June 1909, personally appeared C. H. Kirshner, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

U. S. Grant Peabody, Notary Public.

(SEAL) My commission expires Aug. 12th, 1912.

Filed for record at Tulsa, Okla., Aug. 14, 1909, at 3.15 o'clock P. M.

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

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 11th, day of August A. D., 1909, between L. T. Cosby, Jr (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 One Thousand and no/100 (\$1000.00) Dollars, the receipt whereof is hereby acknowledged does by these presents grant, bargain, sell and convey unto the 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 North One Half ($\frac{1}{2}$) of Lot No. Two (2) in Block No. Eighty Six (86) of the original town of Tulsa, Oklahoma, according to the Government Plat and 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 for \$1000.00 due February 11th 1910. made to Union Trust Company or order, payable at its offices in Tulsa Oklahoma, with eight per cent interest per annum thereon from date, payable semi-annually, and five per cent as attorneys fees if placed in the hands of of an attorney for collection and paid without suit, and an additional attorney's fee of \$75.00 if suit is brought to foreclose this mortgage.

Said party of the first part hereby covenant that he is the lawful owner in fee simple of the 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 party of the first part agrees to insure 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.