

# REAL ESTATE MORTGAGE.

COMPARED

This Indenture, Made this Twentieth day of September 1909  
between William Hillmer and his wife Lena J. Hillmer  
in Tulsa County and State of Oklahoma, parties of the first part, and the FARM AND HOME SAVINGS AND  
LOAN ASSOCIATION OF MISSOURI, a corporation organized under the laws of the State of Missouri, of the second part:

WITNESSETH, That the said party ies of the first part, for and in consideration of the sum of  
Fifteen hundred DOLLARS, in hand paid by the said party  
of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, convey and  
confirm unto said party of the second part, its successors and assigns forever, all the following described real estate, lying and situated in the  
County of Tulsa and State of Oklahoma, to wit:

A part of lot number four (4) in block number ninety seven (97) in  
Tulsa, Oklahoma, and a part of lots number two (2) three (3) and four (4)  
in block number thirty seven (37) in Owen addition to Tulsa, Oklahoma,  
according to amended plat thereof, being a tract of ground seventy nine (79) by  
one hundred forty (140) feet and more specifically described as follows:

Beginning at a point on the south line of lot number four (4)  
block number ninety seven (97) one hundred fifty (150) feet westerly from the south  
east corner of said block, thence in a northerly direction parallel with the  
lot line between lots number three (3) and four (4) a distance of one hundred  
forty (40) feet, thence in a westerly direction parallel with the south line of lot  
number four (4) a distance of seventy nine (79) feet, thence in a southerly direction  
across lots number two (2) three (3) and four (4) in block number thirty seven (37) in  
Owen addition, and parallel with the east line of lot number four (4) in  
block number ninety seven (97), a distance of one hundred forty (140) feet to  
the southwest corner of said lot number four (4) in said block number  
ninety seven (97), thence in an easterly direction along the southerly  
line of said lot seventy nine (79) feet to the place of beginning.

And all improvements thereon.

AND ALL ~~the~~ right, title, estate and interest of said grantor in and to said premises, including all homestead rights, which are hereby  
expressly waived and released, together with all rents of said property, with full power and authority to collect the same in case the conditions  
of this Mortgage become broken in any particular, and with all and singular the tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD THE SAME unto said party of the second part, its successors and assigns forever. Said party of the  
first part hereby covenant with said party of the second part, its successors and assigns, that at the delivery hereof they are the true and  
lawful owners of the said premises above granted; and seized of a good and indefeasible estate of inheritance therein, free and clear of all  
incumbrances, that there is no one in adverse possession of same, and that they will warrant and defend the same against the lawful  
and equitable claims of all persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the express conditions, that whereas, the said party of the second part at the special  
instance and request of said party of the first part, loaned and advanced to William Hillmer and  
his wife Lena J. Hillmer the sum of Fifteen hundred DOLLARS.

AND WHEREAS, Said party ies of the first part agree with the said party of the second part, its successors and assigns, to pay all  
taxes and assessments, general or special, against said lands and improvements thereon, when due, and to keep said improvements in good repair,  
and to keep the buildings thereon constantly insured in such company or companies as said second party may designate, and the policy or policies  
of insurance constantly transferred to said party of the second part, its successors or assigns; and also to keep said lands and improvements  
thereon free from all statutory lien claims of every kind, and if any or either of said agreements be not performed as aforesaid, then said party of  
the second part, its successors or assigns, may pay such taxes and assessments, and may effect such insurance for such purpose, paying the costs  
thereof; and may also pay the final judgment for any statutory lien claims, and may invest such sums as may be necessary to protect the title or  
possession of said premises, including all costs, and for the repayment of all moneys so expended together with the charges thereon as provided  
by the Constitution and By-Laws of the said Association, these presents shall be security.

AND WHEREAS, The said William Hillmer and his wife Lena J. Hillmer  
did on the twentieth day of September 1909, make and deliver to the FARM AND HOME SAVINGS AND LOAN  
ASSOCIATION OF MISSOURI their note or obligation, which is made a part hereof and is in words and figures as follows, to-wit: