

COMPARED

## MORTGAGE OF REAL ESTATE.

This Indenture, Made this 18 day of May, 1910, by and between  
J. M. Durell and Emma Durell, his wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
U. R. Evans  
 of the second part:

Witnesseth: That the said parties of the first part, for and consideration of the sum of One thousand (\$1000.) 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 in Tulsa County,  
 State of Oklahoma, to-wit:

Lapfive (5) in block one (1) in the Lindsey First addition to the  
City of Tulsa Oklahoma, according to the recorded plat of said  
Addition

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  
U. R. Evans the party of the second part, the principal sum of One thousand Dollars,  
 due to said second party for an actual loan of the said amount on the 2nd day of January, 1911,  
 according to the terms and conditions of one principal note in the amount of One thousand  
 Dollars, dated the 18th day of May, 1910, and with interest at the rate of 10% after  
maturity each in the sum of One thousand Dollars, and bearing the same date, made and executed by the parties of the first part.

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 fifteen hundred (\$1500.00) 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 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 any default be made in the payment of any part of either  
 said principal or interest notes, when the same become due, or in case of 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 immediately become 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 the said party of the second part, his heirs, executors, assigns, or  
 administrators, the sum of money hereinbefore recited, and all other amounts which may be paid out by said second party or assigns, under the  
 provisions of this mortgage, and all other indebtedness which may be due said party or assigns, at the times herein stipulated then this  
 conveyance shall be null and void, otherwise to remain in full force and effect. And in case of any default in the payment of said indebtedness,  
 or failure of said first party to fulfill any of the stipulations and agreements herein contained, said party of the second part, his heirs or assigns,  
 agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, to take  
 charge of said property on demand without process of law, and proceed with the foreclosure of this instrument as provided by law.

In Testimony Whereof, the parties of the first part have hereunto subscribed their names the day and year first above written.

J. M. Durell  
Emma Durell

STATE OF OKLAHOMA, } ss. Before me, the undersigned a Notary Public, in and for  
 COUNTY OF TULSA. }  
 said County and State, on this 18 day of May, 1910, personally appeared  
J. M. Durell and Emma Durell, his wife  
 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 act and deed for the uses and purposes herein set forth.

My Commission expires May 13, 1911 Sgt. Sophia Magnuson Notary Public.

STATE OF OKLAHOMA, TULSA COUNTY—AT TULSA, OKLA.

I hereby certify that this Instrument was filed for record in my office on May 18, 1910, at  
2:15 o'clock P. M., and is duly recorded in Record 5 Page 5  
 By Sgt. Deputy H. C. Walkley Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the  
 within mortgage, and same is hereby released.

U. R. Evans  
Feb. 9, 1911  
 Signed and acknowledged before me

U. R. Evans  
Feb. 9, 1911  
 Registered of Deeds