

COMPARED

## REAL ESTATE MORTGAGE.

This Indenture, Made this twentieth day of December 1910  
 between Harry Smith, single and unmarried  
 in Tulsa County and State of Oklahoma, part 4 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 part 4 of the first part, for and in consideration of the sum of  
Six Hundred DOLLARS, in hand paid by the said party  
 of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does 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:

All of Lot number five (5) in Block number one (1)  
in Harbor's Addition to the City of Tulsa, Oklahoma,  
according to the recorded plat thereof, 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 part 4 of the  
 first part hereby covenants with said party of the second part, its successors and assigns, that at the delivery hereof he is 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 he 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 part 4 of the first part, loaned and advanced to Harry Smith single and  
unmarried the sum of Six Hundred DOLLARS.

AND WHEREAS, Said part 4 of the first part agreed 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 Harry Smith single and unmarried  
 did on the twentieth day of December 1910 make and deliver to the FARM AND HOME SAVINGS AND LOAN  
 ASSOCIATION OF MISSOURI his note or obligation, which is made a part hereof and is in words and figures as follows, to-wit: