

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 therein set forth.

WITNESS my hand and official seal.

Lester Curie, Notary Public.

(SEAL) My commission expires June 28th, 1912.

Filed for record at Tulsa, Okla., Sep. 4, 1909, at 11 o'clock, A. M.

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

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MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 12th, day of August A. D. 1909, between George W. Adams & Minnie B. Adams, his wife, of Tulsa County, in the State of Oklahoma, parties 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 said parties of the first part in consideration of the sum of Four Thousand & Fifty 00/100 Dollars, the receipt whereof is hereby acknowledged, do 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, Oklahoma, to-wit:

The NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 28, Township 20 North, Range Fourteen (14) East. Lot Three (3) in Block Four (4) in Bellview Addition to the City of Tulsa. The NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section Twenty-three (23), Township Nineteen (19) North, Range Eleven (11) East? The N $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section Thirteen (13) and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section Twenty four all in Township Twenty (20) North, Range Twelve (12) East. An undivided One half interest in the W $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ & SE $\frac{1}{4}$ of SW $\frac{1}{4}$ in Section Fifteen (15), Township Nineteen (19) North, Range Twelve (12) East. The West $\frac{1}{2}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ & NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section Twenty Two (22)/ Township Nineteen (19) North, Range Twelve (12) East. All of Block Three (3), Five (5) and all of Two (2), except Lot Seventeen (17) in Adams Addition to Tulsa.

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 \$4050.00, due February 12th, 1910. 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 two per cent as attorney's fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorney's fee of \$100.00 if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Said parties of the first part agree 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 parties of the first part to pay all taxes and assessments lawfully assessed on said premises before delinquent.