

## MORTGAGE OF REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS:

That Mary V. Fisher, a widow, of Tulsa County, in the State of Oklahoma, party of the first part has mortgaged and hereby mortgages to Katherine Barrows, of Tulsa County, State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Numbered Twelve (12) in Block Numbered Twelve (12) in Hodge Addition to the City of Tulsa, as shown by the survey and plat thereof, together with all of the improvements thereon and appurtenances thereunto belonging and warrant the title to the same.

THIS MORTGAGE IS GIVEN as security for the payment of One (1) promissory note, dated the 17th, day of August 1909, executed and delivered by said Mary V. Fisher, and payable to the order of said mortgagee for the principal sum of One Hundred Twenty Five Dollars (\$125.00) due August 17, 1910; attached to said principal note are two interest coupons for Six 25/100 Dollars (\$6.25) each, One due February 17, 1910, and one due August 17, 1910

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions to-wit: That said first party hereby covenants and agrees to pay all taxes and assessments on said land when the same become due, and to keep the buildings on said mortgaged premises insured in some reliable fire and tornado insurance company for the sum of One Hundred Twenty Five Dollars (\$125.00) and to assign said policies to said second party as her interest may appear and deliver said policies and renewals thereof to said second party; and said first party assumes all responsibility or proof and care and expense of collecting said insurance if loss occur; that said first party agrees to keep all improvements on said premises in good repair and not to commit waste or allow same to be committed on the premises.

IT IS FURTHER EXPRESSLY AGREED by and between the parties hereto that in any default be made in the payment of any principal or interest, taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said party of the first part hereby agrees, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorneys fee of Twelve 50-100 Dollars (\$12.50) which this mortgage also secures.

PARTY OF THE FIRST PART, for said consideration, does hereby expressly waive appraisal of said real estate, and all benefit of the homestead, exemption and stay laws of the State of Oklahoma.

Dated at Tulsa, Oklahoma, this 17th, day of August 1909.

Mary V. Fisher.

STATE OF OKLAHOMA, COUNTY OF TULSA.) SS:

Before me, Frank S. Foster, a Notary Public in and for said County and State, on this 24th, day of August 1909, personally appeared Mary V. Fisher, a widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

Frank S. Foster, Notary Public.

(SEAL) My commission expires December 16, 1911.

Filed for record at Tulsa, Okla., Aug. 25, 1909, at 3.40 o'clock P. M.

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