

REAL ESTATE MORTGAGE.

THIS MORTGAGE, Made this 6th, day of September A. D. 1909, between Mose Chisholm, of Wagoner County, and State of Oklahoma, party of the first part, and R. C. Allen, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of Five Hundred Dollars, to him duly paid has mortgaged and hereby mortgage to the party of the second part, his heirs, successors and assigns, all of the following described real estate and premises, situated in Tulsa County and State of Oklahoma, to-wit:

An undivided one half interest in and to the Southeast Quarter of Section Twenty Four (24), Township Eighteen (18) North, Range Thirteen (13) East, being the lands allotted to Fannie Chisholm, deceased, (First party hereby represents that said lands constitute no part of his homestead), together with all improvements and appurtenances thereunto belonging and warrant the title to the same, and waive the homestead exemption appraisement and right of redemption allowed by law.

This mortgage is given to secure the payment of \$500.00 with interest thereon according to the terms of his coupon Mortgage Note or Bond, this day executed by the said party of the first part, to-wit:

Note No.---- for Five Hundred Dollars, due September 1st, 1910., of even date herewith, payable to the order of the said party of the second part, at the office of the Farmers & Merchants Bank of Coweta, Oklahoma. with exchange and all collection charges, with interest thereon from date until maturity at the rate of eight per cent. per annum payable annually.

Said party of the first part agree to pay all taxes and assessments levied on said premises, and all interest represented by this mortgage lien, and debt secured thereby, promptly when due, and all sums necessary to protect the title and possession of said premises.

Now if the said party of the first part or any one for him shall pay the said moneys at the time and in the manner aforesaid, according to the true tenor, date and effect of said principal and interest notes and shall keep said insurance and tax agreements, then this mortgage shall be void and the property hereinbefore mortgaged shall be released at the cost of the said party of the first part, and if default is made in any part of the indebtedness hereby secured either principal or interest as stipulated in said Note or bond, or any of them, or if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall, without notice, at the option of the party of the second part, his heirs, successors or assigns, become immediately due and payable, and shall bear interest at 10 per cent. per annum until fully paid, and said mortgage may be foreclosed, and the above described premises sold in the manner prescribed by law to pay all sums due said mortgagee, his heirs, successors or assigns as above set forth, together with interest and costs.

Should proceedings to foreclose this mortgage be instituted ten per cent. of the amount remaining due and unpaid, at any time, as an attorneys fee shall be taxed as costs in said case.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand, the day and year first above written.

WITNESS:

Mose Chisholm.

J. I. Pinson.

WITNESS:

Lewis McHenry.