

Addition to the City of Tulsa, Oklahoma, all improvements thereon.

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 its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above described and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS And these presents are upon the express conditions: that if the said parties of the first part, their heirs and assigns, shall well and truly pay or cause to be paid to the said party of the second part its successors and assigns, the sum of Six Hundred Fifty Eight & 23/100 Dollars with interest thereon at the time and manner specified in one certain promissory note, bearing date Sept. 20th, 1909, executed by the parties of the first part, payable to the order of Monett State Bank, at Monett Missouri, as follows: \$658.23/100 payable one year after date, with 8 per cent interest, from maturity until maturity, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal; or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, and each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings is instituted hereon, the holder shall be entitled to recover \$100.00 Attorney fee, all costs of suit, which sum shall be and become an additional lien and be secured by the lien of this mortgage, and said parties of the first part hereby expressly waive an appraisement of said real estate and all benefits of the Homestead Exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said parties of the first part shall at all times keep the buildings on said premises insured against loss of damage by fire or tornado in a sum not less than \$1000.00 loss, if any, payable to the said party of the second part as its interest may appear.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and Seals, the day and year first above written.

Signed and Delivered in presence of:

E. P. Sturgis

Norman Sturgis.

STATE OF MISSOURI,)
 : SS.
COUNTY OF BARRY.)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 23rd, day of September 1909, personally appeared E. P. Sturgis and Norman Sturgis, her husband, 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 therein set forth.

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

James Johnston, Notary Public.

(SEAL) My commission expires October 27th, 1909.

Filed for record at Tulsa, Okla., Sep. 24, 1909, at 8 o'clock A. M.

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