

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 9th, day of October A. D. 1909, between George W. Adams & Minnie E. 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 Twenty Five Hundred 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, State of Oklahoma, to-wit:

Lot Three (3) in Block Sixty Seven (67) in the City of Tulsa, according to the official survey and Government plat thereof.

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 \$2500.00 due January 9th, 1910. made to the Union Trust Company or order, payable at its offices in Tulsa Oklahoma, with ten per cent interest, per annum, thereon from maturity, and five per cent as attorneys fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorneys fee of \$75.00 if suit is brought to foreclose this mortgage.

Said parties 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 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 \$2000.00 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.

Now if said parties of the first part shall pay or cause to be paid to the party of the second part, its successors or assigns, said sum of money in the above described note, and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained, or if any or all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent, per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable and at once proceed to collect the said debt, including attorneys fees and to foreclose this mortgage; and shall become entitled to the possession of said premises.

Said parties of the first part waive notice of election to declare the whole debt due as above stated, and also the benefit of stay valuation or appraisement laws.

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

George W. Adams.

Minnie E. Adams.