

COMPARED

## REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 23rd day of December A. D. 1909 by and between Mrs. May Bonnan (widow) of the county of Tulsa and State of Oklahoma, party of the first part, and Clarence Lloyd party of the second part:

witnesseth, that the said party of the first part, for and in consideration of the sum of Four Hundred Five Dollars to me in hand paid, by the said party of the second part, the receipt whereof, is hereby acknowledged has granted, bargained and sold, and by these presents does grant, bargain sell convey and confirm unto said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

All of Lot (1) Block (39) in Owens Addition to Tulsa, Okla.

to have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof is the lawful owner of the premises above granted and seized of a good indefeasible estate of inheritance therein, free and clear of all incumbrances, and that I will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, against claims of all persons whomsoever.

Provided always, and this instrument is made, executed, and delivered upon the following condition, to-wit:

first, Said first party justly indebted unto the second party in the principal sum of Two Hundred Five and no/100 Dollars being for a loan made by the said second party to the said first party and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first party bearing date Dec. 23, 1909 and payable to the order of said second party on the 23rd day of December 1910, at Tulsa, Okla., with interest thereon from date until maturity at the rate of 10 per cent per annum annually, which interest is evidenced by interest added to principal note numbered (1) \$225.00 of even date herewith and executed by the said party one (the first) Twenty and 50/100 Dollars, due on the 23rd day of December 1910 and respectively. Each of said principal and interest notes bear interest after maturity at the rate of 10 per cent per annum, and are made payable at the order of said second party at Tulsa, Oklahoma.

Second, The said party of the first part agrees to keep all buildings fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Third, It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for fire insurance as hereinafter provided