

## MORTGAGE OF REAL ESTATE.

KNOW ALL MEN BY THESE PRESENTS:

That we, Della Boone, nee perry and Lonny Boone, husband and wife, of Tulsa County, State of Oklahoma, party of the first part, to secure the payment of Eighty and no/100 Dollars, and the interest thereon, and other sums hereinafter mentioned, as the same fall due, hereby mortgage <sup>The</sup> to Atkinson, Warren & Henley Co. of Oklahoma City, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South East Quarter of the North West Quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ) and the South West Quarter of the North East Quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) of Section Twenty Five (25) in Township twenty Two (22) North, Range Twelve (12) East of the Indian Meridian, and warrant the title to the same; this mortgage being subject however, to a prior ~~mortgage bond~~ <sup>and mortgage</sup> of the same date between the first party hereto, and The Atkinson, Warren & Henley Co., for a principal sum of Eight Hundred and no/100 Dollars.

The said sum secured hereby is evidenced by a certain promissory note, of even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part in Oklahoma City, Oklahoma, at the office of The Atkinson, Warren & Henley Co., with interest at 8% per annum from date.

Now if the party of the first part shall fail to pay any part of the note secured hereby, when the same shall become due, or shall fail in any of the terms and consitions of said prior bond, or mortgage, then the whole sum secured hereby shall forthwith become due and payable, at the option of the holder hereof; who may immediately proceed to foreclose this mortgage, and in case of such foreclosure, and as often as any such proceedings may be had, the party of the first part agree to pay an attorney fee of \$25 for the service of plaintiff's attorney; which shall be due, upon the filing of the petition in any such action and the same shall be a lien upon saidlands secured hereby; and shall be included in the judgement of foreclosure, or taxed as costs therein, at the option of the holder hereof; and upon such sale under any such foreclosure, the party of the first part hereby expressly waive appraisement of said premises, and agree that the same may be sold without appraisement, and the party of the second part is expressly authorized to pay any, and all sums necessary to protect the title of said premises/ or to keep the same free from other liens of whatever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage; and any sum paid, as herein authorized, shall be a further lien upon saidland, and be secured hereby and may be included in any judgement or decree of foreclosure entered hereon; and all sums secured hereby shall draw interest at the rate of ten percentum per annum from the time same becomes payable until paid.

Signed and delivered this ~~sixteenth~~ day of October 1909.

In the Presence of:

Della Boone, Nee Perry.

E. A. Lilly., C. S. Avery.

Lonny Boone.

STATE OF OKLAHOMA, TULSA COUNTY. ) SS.

Before me, E. A. Lilly, a Notary Public in and for said County and State