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

COMPARED

OKLAHOMA FIRST REAL ESTATE MORTGAGE.

IN CONSIDERATION, OF three hundred and fifty (\$350.00) dollars V. K. Sparks and his wife of Tulsa County, State of Oklahoma (who will be described and referred to now and hereafter in this instrument in the plural as mortgagors, whether one or more in number) hereby grant bargain, sell, convey and mortgage unto F.A. Gillespie mortgagees, the following described real estate, situated in Tulsa County, Oklahoma:

Lot (2) two Block (7) Seven, oak Grove Addition to Tulsa according to the recorded plat thereof.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons waiving hereby all rights of homestead exemption.

PROVIDED, that whereas said mortgagors are justly indebted unto said mortgagees in the principal sum of Three hundred and fifty (\$350.00) dollars, for a loan thereof made by said mortgagees to said mortgagors and payable according to the tenor of certain principal notes executed by said mortgagors bearing date December 14th 1909 payable to the order of said mortgagees, F.A. Gillespie 14th day of December 1909, with interest from date until default or maturity, at the rate of 8 per cent per annum and after default or maturity, at the rate of ten per cent per annum payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by one note of even date herewith, and payable to the order of said mortgagees, both principal and interest being payable at Central National Bank of Tulsa Oklahoma.

If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma upon said lands and tenements, or upon any interest ^{in estate} therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing ^{enforcing} the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement, and this mortgage shall be a further lien for the payment thereof

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain continuously until this loan is full paid, both fire and tornado