

Benjamin C. Conner, Notary Public. *Seal*

My commission expires March 29, 1911.

Filed for record at Tulsa, Okla. Nov 19, 1910 at 8 A.M.

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

COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE MADE this 7th day of November, 1910, between Henry M. Wallis of the county of Tulsa, and State of Oklahoma, party of the first part, and J.N. Donohew & Minerva J. Donohew party of the second part.

Witnesseth, that the said part-- of the first part for and in consideration of the sum of \$440.00 four hundred forty & no/100 dollars, in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, has sold and by these presents does grant, sell, convey and conform unto said party of the second part and to their heirs and assigns forever all of the following described real estate, lying and situated in the county of Tulsa and State of Oklahoma, to-wit:

All of Lots (5) & (6) six in Block (12) Twelve in Town of Red Fork, Okla. as shown by original plat thereof recorded in office of Secretary of Interior, U.S.A.

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 their heirs and assigns forever. And the said party of the first part do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of second part and to their heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided always, and these presents are upon these express condition: That if the said party of the first part his heirs or assigns, shall well and truly pay or cause to be paid to the said party of the second part their heirs or assigns, the sum of four hundred forty & no/100 dollars, with interest thereon at the time and in the manner specified in 4 certain promissory notes of even date herewith, executed by the party of the first part, payable to the order of J.N. Donohew & Minerva Donohew, at Red Fork, Oklahoma, as follows:

\$100.00 payable 11/7/1911 with 10 per cent interest from date until maturity.
 \$100.00 payable 11/7/1912 with 10 per cent interest from date until maturity.
 \$100.00 payable 11/7/1913 with 10% interest from date until maturity
 \$140.00 payable 11/7/1914 with 10% interest from date until maturity

payable as above indicated both principal note and interest payable with 10 per cent interest per annum from maturity until paid, according to the true intent and meaning thereof, 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 failure to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder hereof, become due and payable at once without notice. Said party of the first part hereby agrees to carry policies of fire and tornado insurance to the amount of \$50,000 for full time of this loan, loss, if any payable to J.N. Donohew & Minerva J. Donohew, their interests may appear; and said policies shall be held by said mortgagee, or the legal holder of said note, as collateral or additional security for the payment of said note, and further agrees to keep in good repair all buildings, fences and other improvements; and in event action is brought to foreclose this mortgage, or recover the insurance or taxes paid by the mort-