

(\$1480.00) the same to be paid in monthly installments of Twenty Dollars (\$20.00) said installments to include also all interest accrued on the whole principal sum to date of payment of said installment, said installments being due on the 15th day of each month, beginning with January 16, 1910, and continuing until the whole sum of Fourteen Hundred and Eighty Dollars (\$1480.00) is paid, as specified in a certain promissory note of even date herewith, executed by parties of the first party, payable to the order of the party of the second part, 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 installments mentioned or interest, when the same are due, or failure to comply with any of the covenants or agreements in this mortgage set forth, the whole sum of money hereby secured, shall at the option of the holder thereof become due and payable at once.

Said parties of the first part agree to carry policies of fire and tornado insurance to the amount of Seven Hundred dollars (\$700.00) for the full time of this loan, loss if any, to be payable to party of the second part, at his interest 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 agree to keep in good repair all buildings and improvements on said property. And in the event that action is brought to foreclose this mortgage or to recover taxes paid by the mortgagee, and attorney fee of 10% of principal sum due and all costs of suit shall be added, which sums shall be an additional lien and be secured by the lien of this mortgage.

In testimony whereof, the said parties of the first part have hereunto set their hands the day and year above written.

Sylvester K. Davis

Sarah J. Davis

State of Oklahoma, County of Tulsa, SS.

Before me, E.A. Robinson, a notary public in and for said county and state on this 14th day of December, 1910, personally appeared Sylvester K. Davis and Sarah J. Davis, to me known to be the identical persons who executed the within and foregoing instrument, of writing and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

E. A. Robinson, Notary public

My commission expires Jan 18, 1912

Filed for record at Tulsa, Okla Dec 14, 1910 at 11:05 A.M.

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

#### REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this first day of December 1910, between Louis Pregler and Elizabeth Pregler, husband and wife, of the County of Tulsa, and state of Oklahoma, parties of the first part, and Silas W. Ferguson, party of the second part,

Witnesseth, that the said parties of the first part, for and in the consideration of the sum of Eighteen Hundred (\$1800.00) dollars, in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, have sold and by these presents do grant, sell, convey and conform unto said party of the second part, and to his 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: