

(seal)

John C. Magee, Notary public, Tulsa, Ok.

My commission expires the 8th day of Dec 1913

Filed for record at Tulsa, Okla Dec. 20, 1910 at 4:20 P.M.

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

COMPARED

## REAL ESTATE MORTGAGE

STATE OF OKLAHOMA )  
COUNTY OF TULSA )

THIS INDENTURE, Made this 20th day of December A.D. 1910, between W.A. Cook, of Tulsa County, in the State of Oklahoma, of the first part, and Amy wife of Creek County, in the State of Oklahoma, of the second part:

WITNESSETH: That said party of the first part, in consideration of the sum of Twelve Hundred fifty and 00/100 dollars the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, sell and convey unto said party of the second part her heirs and assigns, the following described real Estate situate in Tulsa, County, and State of Oklahoma, to-wit: An undivided one half interest in Southwest quarter of Southwest quarter of section fifteen 15 and Southeast quarter of Southwest quarter and lots six (6) and (.7) in section Fifteen (15) and north Half of Northwest quarter of northwest quarter of section twenty two (22) all in township nineteen (19) North range eleven East. This mortgage is second and subject to one certain mortgage in amount \$1000 to William Anderson, Guardian.

TO HAVE AND TO HOLD THE SAME, together with all the Appurtenances thereunto belonging or in any wise appertaining forever, and warrant the title to the same.

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas, said W.A. Cook has this day executed and delivered his certain promissory notes in writing to said party of the second part one note for \$750 due in one year from date and one note for \$500.00 due in two years from date, both said notes bearing interest at the rate of eight per cent per annum from date.

And the first part-- agree-- to keep the buildings insured for \$-----

And the Mortgagor--agree-- to pay reasonable Attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid said party of the second part her heirs or assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due, or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereof, shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisal of said real estate and all benefit of the Homestead Exemption and stay laws of the State of Oklahoma.