

COMPARED

## MORTGAGE.

This indenture, made this 12th day of April in the year of our Lord, one thousand nine hundred and ten between T. E. Gorman, and J. W. Gorman, her husband, of the county of Creek, state of Oklahoma, party of the first part, and F. R. Wildman party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of nine hundred and twenty five dollars, in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents do grant, sell, convey and confirm, unto the said party of the second part and to his heirs and assigns, forever, all of the following described real estate lying and situate in the county of Creek, and state of Oklahoma, to-wit:

All of lot (24) twenty four block number (8) eight in Forest Park addition to the town of Sapulpa, Creek county, Oklahoma.

To have and to hold the same with all and singular the <sup>and appurtenances</sup> tenements, hereditaments, the bounds belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part; and to his heirs and assigns forever. And the said party of the first part do hereby covenant and agree that at the delivery hereof, she 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, except one mortgage for \$1200.00 to A. building and Loan Co. and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always, and these presents are upon the express conditions, that if the said party of the first part her heirs and assigns, shall well and truly pay or cause to be paid, to the said party of the second part his heirs and assigns, the sum of nine hundred and twenty five dollars, with interest thereon at the time and manner specified in 34 certain promissory notes, bearing date April 12th 1910, executed by the party of the first part, payable to the order of F. R. Wildman, at Creek Bank and Trust Co., as follows, \$100.00 payable Aug 1st, 1910, with 10 per cent interest from date until maturity, \$25.00 on the first day of each month thereafter until the full amount of 33 notes of \$25.00 each has been paid together with 10% interest from April 12th 1910. then and in that case these presents and everything hereinexpressed shall be void, but upon default in the payment of any part of the principal, or interest when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$50.00 attorney fee, all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said party of the first part, hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption laws of the state of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said party of the first part shall at all times keep the buildings on said premises insured against loss of damage by fire or tornado in a sum not less than \$1200.00 loss if any, payable to the said party of the second part as interest may appear.

In testimony whereof, the said party of the first has hereunto set her hand and seal the day and year above written.

T. E. Gorman

J. W. Gorman.