

COMPARED

M O R T G A G E .

THIS INDENTURE, Made this 5th day of February in the year of our Lord One Thousand Nine hundred and ten between Malcom Davis and Mattie Davis, his wife of the County of Tulsa and State of Oklahoma of the first part and Mary L. Logsdon of the County of Elk and State of Kansas of the second part;

WTINESSETH, That the said parties of the first part, for and in consideration of the sum of One Thousand, Five hundred ---00 Dollars, to them an hand paid by said party of the second part, the receipt whereof is hereby acknowledged, have granted, Bargained, Sold, Released and Confirmed, and by these presents do Grant, Bargain, Sell, Release and Confirm unto the said party of the second part, her heirs and assigns, the following described land, situated in the County of Tulsa and State of Oklahoma to-wit:

The East one half (1/2) of the East half (1/2) of the South East quarter (1/4), and the East one half (1/2) of the South East quarter (1/4) of the North East quarter (1/4)

All in section twenty one (21), Township twnty-one (21), North of Range fourteen (14) containing sixty (60) acres more or less, situated in Tulsa County Oklahoma.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, both in law and equity.

TO HAVE AND TO HOLD the said premises unto the said party of the second part, and her heirs and assigns forever. And the said parties of the first part for themselves and their heirs, executors and administrators, do covenant and agree to and with the said party of the second part their heirs and assigns, that they are seized of the said premises as of a good and indeasible inheritance in law, in fee simple, and that said premises are clear of all liens, taxes, assessments and incumbrance whatsoever. And the said parties of the first part, the said premises unto said party of the second part, and her heirs and assigns, against the claim or claims of all and every person whomsoever, and against all liens, taxes, assessments exemptions and incumbrances whatsoever, do hereby and will Warrant and Forever Defend by these presents.

This Grant is intended as a mortgage to secure the payment of the sum of One Thousand Five Hundred Dollars, according to the conditions of one certain note this day executed and delivered by the said Malcom Davis and Mattie Davis his wife, parties of the first part, to the said Mary L. Logsdon, party of the second part, and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or the interest due thereon or if the taxes and assessments of every nature, which are by law made due and payable, are not paid when the same becomes due, as above provided, then it shall be lawful for the said parties of the second part, their executors, administrators or assigns to sell the premises hereby granted or cause the same to be sold with all the appurtenances, in the manner prescribed by law, and out of the moneys arising from such sale, to retain the amount due for principal, interest, protest fees and damages for the same, with costs and charges of sale, and a reasonable amount for attorney's fees, and the overplus, if any there be, shall be paid on demand, by the parties making such sale, to the said party of the first part, her heirs or assigns.

IN TESTIMONY WHEREOF, The parties of the first part to these presents have hereunto set their hands and seals the day and year first above written.

Signed and Delivered in the presence of) Malcolm Davis (Seal)
Mattie Davis (Seal)