

(seal)

witness my hand and notarial seal the day and year above written.

B. Nicholas, notary public.

my commission expires, July 9th, 1910.

filed for record Feb. 10, 1910 at 8 o'clock A. M.

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

REAL ESTATE MORTGAGE.

THIS INDENTURE, made this 20th day of January in the year of our Lord one thousand nine hundred ten, between William Taylor, a single man, of Cleveland county, state of Oklahoma, of the first part, and W. T. Yowell

WITNESSETH, that the said party of the first part, in consideration of the sum of one hundred and no/100 dollars to him duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do grant, bargain, sell and mortgage to said party of the second part, his heirs, administrators or assigns, forever, all that tract or parcel of land situated in the county of Tulsa, and state of Oklahoma, described as follows, to-wit:

Lot number eight (8) in block fifteen (15) of Lynch & Persythes Addition to Tulsa, Oklahoma, with the appurtenances, and all the estate, title and interest of said party of the first part therein. And the said party of the first part does 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, and will WARRANT and DEFEND the title to the same and that the same is free and clear of all incumbrances of whatsoever kind.

THIS GRANT is intended as a mortgage to secure the payment of the sum of one hundred and no/100 dollars, payable as follows, to-wit: \$100.00 due and payable on or before one year from date with interest at the rate of 10 per cent per annum interest payable annually, according to the terms of one certain promissory note this day executed and delivered by the said party of the first part to the said 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 interest thereon when due, or taxes, then this conveyance shall become absolute, and the whole shall become due and payable, and it shall be lawful for said party of the second part his heirs, administrators or assigns, at any time thereafter, to sell the premises thereby granted or any part thereof, in the manner prescribed by law, appraisement thereby waived or not, at the option of the party of the second part, his heirs, administrators, or assigns; and out of all the moneys arising from such sale, to retain the amount due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part his heirs and assigns.

And said mortgagor further agrees that in case of a foreclosure of the mortgage and so often as any proceedings shall be taken to foreclose same as hereinafter provided the mortgagor will pay to said plaintiff ten and no/100 dollars, as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be

FILED FOR RECORD
COUNTY CLERK
TULSA COUNTY
JAN 21 1910
W. T. Yowell
B. Nicholas
H. C. Walkley