

MORTGAGE RECORD

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 6th day of April A. D. 1912 between
C. R. Waller and Anna Waller his wife
of Tulsa County, in the State of Oklahoma, parties of the first part, and UNION TRUST COMPANY, a corporation of
the State of Oklahoma, of Tulsa, Oklahoma, party of the second part:

WITNESSETH, That said parties of the first part in consideration of the sum of Twenty hundred & 00 DOLLARS,
the receipt whereof is hereby acknowledged, do hereby these presents grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the
following-described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

Part of lots numbered five (5) and six (6) block number ninety-two (92) in the town of
Tulsa, Oklahoma, according to the S. E. plat and survey thereof, being a tract thirty-five (35) ft.
wide by one hundred thirty (130) ft. in length described as commencing at a point on
south second street twenty (20) ft. easterly from the south west corner of said lot five (5) in
block number ninety-two (92) running thence northwesterly parallel with west line of said lot five (5) a
distance of one hundred thirty (130) ft. thence at right angles westerly and crossing the lot line
between lots five (5) and six (6) a distance of thirty-five (35) feet, thence at right angles
southeasterly a distance of one hundred thirty (130) ft. to south second street, thence easterly
along the southeasterly line of south second street, a distance of thirty-five (35) ft. to
the place of beginning; also, lot three (3) in block five (5) in Block Nine Addition
to the City of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise apper-
taining, forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even
date herewith. One for \$ 1900⁰⁰ due July 6, 1910
made to UNION TRUST COMPANY, or order, payable at its offices in Tulsa, Oklahoma, with ten per cent. interest per annum thereon from date
payable semi-annually, and five per cent. as attorney fees if placed in the hands of an attorney for collection and paid without suit, and an additional
attorney's fee of \$ 50⁰⁰ if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are owner in fee simple of said premises and that they are free and clear of all incumbrances.
That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whom-
soever. Said parties of the first part agree to insure the buildings on said premises in the sum of \$ for the benefit of the mortgagee and
maintain such insurance during the existence of this mortgage. Said parties of the first part to pay all taxes and assessments lawfully assessed on said premises before
delinquent.

Now if said parties of the first part shall pay or cause to be paid to party of the second part, its successors or assigns, said sum of money in the above-described
note, and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void; otherwise shall remain
in full force and effect. If such insurance is not effected and maintained, or if any or all taxes and assessments which are or may be levied and assessed lawfully against said
premises or any part thereof are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed
interest thereon at the rate of ten per cent. per annum, until paid; and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any
part thereof is not paid when due, or if such insurance is not effected or maintained, or any taxes or assessments are not paid before delinquent, the holder of said note
and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt, including attorney's fees and
to foreclose this mortgage; and shall become entitled to the possession of said premises.

Said parties of the first part waive notice of election to declare the whole debt due, as above stated, and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

C. R. Waller

Anna Waller

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

Before me, F. L. Duggan, a Notary Public, in and for said County and
State, on this 6th day of April 1912 personally appeared
C. R. Waller and Anna Waller his wife and

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as
their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

My commission expires November 28, 1912 F. L. Duggan Notary Public.

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

This instrument was filed for record on the 8th day of April 1912, at 3²⁵ o'clock P. M.

By Deputy F. L. Duggan Register of Deeds.