

MORTGAGE RECORD

HAML DOBSON BOOK CO., LEAVENWORTH, KAN. No. 20878

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 29 day of April A. D. 1911 between
Walter D. Flournoy and Iva P. Flournoy, his wife
 of Tulsa County, in the State of Oklahoma, part 1st 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 part 1st of the first part in consideration of the sum of Twenty two hundred DOLLARS,
 the receipt whereof is hereby acknowledged, do by 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:

The northwest quarter of the southwest quarter and the West half of
the northeast quarter of the southwest quarter all in section No.
nineteen (19) and the west eighteen and 29/100 acres of lot No. two (2)
of section eighteen (18) being part of the allotment of William
Sunday, all the above described land in township No. twenty
(20) north, range fourteen (14) east of the Indian base
and meridian.

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 \$ 2200.00 due April 29, 1916 with privilege to pay 100.00 or
multiple thereof after two years on interest periods
 made to UNION TRUST COMPANY, of order, payable at its offices in Tulsa, Oklahoma, with eight per cent. interest per annum thereon from date
 payable semi-annually, and ten 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 \$ 25.00 if suit is brought to foreclose this mortgage.

Said part 1st of the first part hereby covenant that they are owner 5 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 part 1st of the first part agree to insure the buildings on said premises in the sum of \$ 400.00 for the benefit of the mortgagee and
 maintain such insurance during the existence of this mortgage. Said part 1st of the first part to pay all taxes and assessments lawfully assessed on said premises before
 delinquent.

Now if said part 1st 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 part 1st 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 appraisal laws.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hands the day and year first above written.

Walter D. Flournoy
Iva P. Flournoy

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

Before me, Arthur Newlin, a Notary Public, in and for said County and
 State, on this 29 day of April 1911, personally appeared
Walter D. Flournoy
Iva P. Flournoy, his wife
 to me known to be the identical person 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 Oct 3rd 1914 Arthur Newlin Notary Public.

STATE OF OKLAHOMA, COUNTY OF TULSA, ss.

This instrument was filed for record on the 1 day of May 1911, at 4 o'clock A. M.
 By H. C. Mubley Deputy Register of Deeds.