GYKH

GIVEN UNDER MY HAND And official seal, this llth day of April A. D. 1910. (Seal) Mabel Hollis, Notary Public.

235

My commission expires Sept. 23, A. D. 1913.

Filed for record at Tulsa, Okla. Apr. 19, 1910 at 2 o clock P. M.

H. C. Walkley, Register of Deeds (Seal)

COMPARED REAL ESTATE MORTGAGE.

STATE OF OKLAHOMA,

COUNTY OF TULSA.

THIS INTENTURE, Made this First day of April A. D. 1910 between M. E. Shepard and Anna Florance Shepard, his wife, of Tulsa County in the State of Oklahoma, of the first part, and Charles Page of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of Seven Hundred and no/100 Dollars the receipt of which is hereby acknowledged, do by these presents, Grant, Pargain, sell and Convey unto said party of the second part his heirs and assigns, the following described Real[®]Estate, situate in Tulsa County, and State of Oklahoma, to-wit:

Lots Threes, Four and Five (3-4-5-) in Block

Eleven (11) Pleasant View Addition to the

City of Tulsa, State of Oklahoma,

TO HAVE AND TO HOLD The same, together with all the Appurtenances thereunto belonging, or in anywise appertaining forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that, whereas, said M. E. Shepard and Anna Florance Shepard have this day executed and delivered their certain promissory note in writing to said party of the second part for Seven Hundred Dollars (\$700.00) even date herewith due on the first day of April 1913, and accompanying six (6) interest coupons each in the sum of \$28.00, and bearing the same date, and made and executed by the parties of the first part. Above note bearing interest at the rate of 8% per annum from date and at 10% per annum after maturity, said interest to be paid semiannually. Principal and interest payable at office of Charles Page.

And the first parties agree to keep the buildings insured for 2/3 of their value.

And the Mortgagor agrees to pay \$70.00 Attorney's fees on foreclosure. Now, if said parties of the first part shall pay or cause to be paid said party of the second part, his heirs, or assigns, said sum or gums of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid, when the same is due or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law due and payable, then the whole of said sum or sums, and interest thereon, shall , and by these presents become due and

<u>na na sta ang</u>i sana kanak

17 ÷4