

Filed for record at Tulsa, Okla June 1, 1910 at 11:35 o'clock A.M.

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

COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this-----day of June in the year of our Lord One Thousand Nine Hundred and ten between Dan J. Davisson and Mae Davisson, husband and wife of Tulsa, in the county of Tulsa, State of Oklahoma, parties of the first part, and D.A. McDougal, Guardian of Robert Pitman, minor party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty five Hundred and No/100 Dollars, in hand paid by said party of the second part, receipt whereof is hereby acknowledged, Have sold, and by these presents do grant, sell, convey and confirm unto the said party of the second part and to his heirs and assigns, forever, all of the following described real estate lying and situate in the County of Tulsa, and State of Oklahoma, towit:

All of Lots Numbered One (1) Two (2) Three (3) Four (4) and Five (5) in Block No. Sixty six (66) in the city of Tulsa according to the recorded plat thereof.

To have and to hold the same with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever.. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part <sup>their</sup> heirs and assigns forever; against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS and these presents are upon the express condition. That if the said parties of the first part his heirs and assigns shall well and truly pay or cause to be paid to the said party of the second part his heirs and assigns the sum of <sup>Twenty five</sup> hundred & no/100 dollars with interest thereon at the time and manner specified in one certain promissory note bearing date June 1st, 1910, executed by the parties of the first part, payable to the order of D.A. McDougal Guardian at First National Bank of Sapulpa, Okla as follows, \$2500.00 payable June 1st, 1915, with 8 per cent interest from date until maturity. The interest to be paid annually then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to <sup>recover</sup> \$200.00 Attorney's fee all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said parties of the first part hereby expressly waive an appraisalment of said real estate and all benefits of the homestead