

COMPARED

MORTGAGE.

FOR THE CONSIDERATION OF Two hundred and eleven (\$211.00) Dollars, Ethel E. Gillies and N. B. Gillies and her husband, of Tulsa county, State of Oklahoma, first party, hereby mortgage and convey to Ralsa F. Morley of Tulsa, Oklahoma, second party, the following described real estate, situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The south one half (1/2) of Lot six (6) block one hundred and forty six (146) according to the government plat and survey thereof, in the city of Tulsa, and the State of Oklahoma.

Together with all rents and profits therefrom and all improvements and apur tenances now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein and the payment to said second party, successors or assigns, the principal sum of Two Hundred and eleven (\$211.00) dollars on the 11th day of September 1910. with interest thereon at the rate of 10 per cent per annum until maturity, and at ten per cent per annum after maturity, said interest to be paid annually, principal and interest payable at the office of Ramsey & Morley according to the conditions of the one promissory note of the said Ethel E. Gillies and N.B. Gillies, for said amount, made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste; shall pay all taxes and assessments upon said property, and any taxes or assessments made upon said loan or the legal holder of said note and mortgage on account of said loan, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least-----dollars, delivering all policies and renewal receipts to said second party; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded, and pay the cost of recording

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage. And if suit is commenced to foreclose this mortgage the second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying same in payment of any part of the debt secured hereby remaining unpaid.

All money paid by said second party for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns by reason of litigation with the third parties to protect the lien of this mortgage shall be recoverable against first party, with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum payable annually, and be secured by this mortgage.

And in case of foreclosure hereof said first parties agree to pay the sum of Ten Dollars (\$10.00) and 10% Dollars, attorney's fees in such foreclosure

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Oct. 24, 1910.

Ralsa F. Morley
by *Walter George*