

COMPARED

REAL ESTATE MORTGAGE.

STATE OF OKLAHOMA,
COUNTY OF TULSA.

THIS INDENTURE, Made this 5th day of April A. D. 1910, between A. A. Small and F. C. Giddings 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 Seventy Five Hundred (\$7500.00) and no/100 Dollars the receipt of which is hereby acknowledged, do by these presents, grant, Bargain, 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: Part of Lot Five (5) in Block One Hundred Eighteen (118) in the City of Tulsa, Oklahoma, according to the official plat and survey thereof, more particularly described as beginning at the Southwesterly corner of said Lot Five (5) in said Block One Hundred Eighteen (118) thence running in a Easterly direction along the northerly line of East 4th Street a distance of one hundred forty (140) feet to an alley, thence in a northerly direction along the westerly line of said alley a distance of fifty (50) feet, thence in a westerly direction and parallel with the southerly line hereof a distance of one hundred forty (140) feet to Boston Avenue, thence in a Southerly direction along the easterly line of Boston Avenue a distance of fifty (50) feet to place of beginning.

The above is not claimed or occupied as homestead by the grantor.

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 A. A. Small and F. C. Giddings have this day executed and delivered their certain promissory note in writing to said party of the second part for Seventy five hundred (\$7500.00) Dollars, of even date herewith to which is attached two (2) interest coupons in the sum of Three Hundred Dollars (\$300.00) each. Principal note due April 5th, 1911. Coupons due semi-annually.

And the first parties agree to keep the buildings insured for \$.....

And the Mortgagors agree to pay \$750.00 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 sums 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 made due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said Real Estate and all benefit of the Homestead Exemption and Stay Laws of the State of Oklahoma.