

above 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 seal this 15th day of July 1910.

(seal)

F.A. Haver, notary public.

My commission expires Feb. 23, 1913.

Filed for record at Tulsa, Okla July 15, 1910 at 1:30 O'clock P.M.

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

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That M. B. Shutts and Jiddie M. Shutts his wife of Tulsa, County, State of Oklahoma, hereinafter designated the first parties for and in consideration of the sum of Twelve thousand & no/100 dollars to them cash in hand paid by M. Louise Mitchell of Cayuga County, State of New York, hereinafter designated the second party, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said second party her heirs and assigns forever, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: The South sixteen (16) feet of Lot Seven (7) and all of Lot eight (8) in Block Eighty nine (89) in the City of Tulsa according to the recorded plat of said City, together with all the improvements thereon and all the appurtenances thereunto belonging and all the rights of homestead therein;

TO HAVE AND TO HOLD THE SAME unto said second party, her heirs and assigns forever. The said first parties hereby covenant and agree to and with the said second party to warrant and defend the title to said premises against all lawful claims whatsoever.

PROVIDED ALWAYS, and this conveyance is upon these express conditions: That if the said first parties their heirs administrators, executors or assigns, shall pay to the said second party, the sum of Twelve thousand & No/100 dollars, payable as follows: Twelve Thousand & no/100 Dollars on the 15th day of July 1915. with annual interest thereon at the rate of eight per centum, payable semi annually and interest payable at the office of E.D. Mitchell, at Tulsa, Oklahoma, with current rate of exchange on New York City, in gold or its equivalent; according to the terms of one certain promissory note of even date and tenor herewith, with interest coupons attached and shall pay all taxes and other assessments on said lands, and upon this mortgage or upon the note secured hereby during the life of this mortgage and before the same shall become delinquent, and shall also, at their own expense keep the buildings on said property insured against fire, in a good and reputable insurance company, for the benefit of said second party, or assigns, to the extent of \$12000.00 until this mortgage is paid or otherwise extinguished, then this instrument shall be void, otherwise to remain in full force and effect.

PROVIDED ALSO, that, on default in the payment of any part of said principal or interest, or taxes or other assessments, when and as the same shall become due, or if said first parties shall fail or neglect to keep the buildings on said property insured as above provided, then the whole of the money hereby secured shall become due and payable immediately upon such default or failure, at the option of the holder of said note and without further notice.

And the said first parties hereby promise and agree to and with the said second party, heirs, administrators, executors, and assigns, to pay said principal, interest,

COMPARED