

COMPAED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 30th day of July in the year of our Lord One Thousand Nine Hundred and ten between L.J. Weatherwax, of the County of Creek, State of Oklahoma, party of the first part, and Stephen N. Carnwall and Charles B. Cultra parties of the second part:

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Three hundred fifty nine & 06/100 Dollars, in hand paid by said parties of the second part, receipt whereof is hereby acknowledged, has sold, and by these presents does grant, sell, convey and confirm, unto the said parties of the second part, and to their heirs and assigns, forever, all of the following described real estate lying and situate in the County of Tulsa, and State of Oklahoma, to-wit:

Lots One (1) and Two (2) In Block Nine (9) in the plat of New Taneha, Tulsa, County, Oklahoma, 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 parties of the second part, and to their heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof L.J. Weatherwax the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that I will Warrant and Defend the same in the quiet and peaceable possession of said parties of the second part, their 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 party of the first part his heirs and assigns, shall well and truly pay or cause to be paid to the said parties of the second part their heirs and assigns, the sum of Three hundred fifty nine & 06/100 dollars with interest thereon at the time and manner as specified in Two certain promissory notes bearing date this 30th day of July, 1910, executed by the party of the first part, payable to the order of The Parties of second part, at Sapulpa, Okla. as follows: \$300.00 payable Jan. 30th 1911 with 8 per cent interest from date until maturity and one note of even date of \$59 06/00 payable 90 days from date at 10% interest payable at Sapulpa, Okla.

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 recover \$10.00 attorneys fees, all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said party of the first part hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said party of the first part shall at all times keep the buildings on said premises insured against loss of damage by fire or tornado in a sum not less than \$700.00 loss, if any, payable to the said parties of the second part, as their interest may appear.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set his hand-- and seal the day and year above written.
Signed and delivered in the presence of L. J. Weatherwax.