

including all the rights of homestead and dower.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances thereunto belonging unto the said P.J. Heeg and to his heirs and assigns forever, provided always, and these presents are upon the express condition that if the said Joseph B. Simmons and S.A. Simmons, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said P.J. Heeg his heirs, executors, administrators or assigns, the sum of Seven hundred dollars (\$700.00) dollars payable as follows, to-wit:

One note for \$350.00 due	Dollars on the 5 <sup>th</sup> day of Oct 1911.
One note for \$350.00 due	Dollars on the 5 <sup>th</sup> day of Oct 1912.

Joseph B. Simmons and S.A. Simmons are granted the privilege of paying the above described debt in part or as whole at any time with interest thereon at 8 per cent per annum payable annually according to the tenor and effect of the 2 promissory notes with interest coupons attached of said Joseph B. Simmons and S.A. Simmons, bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$500.00 less, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

IT IS FURTHER AGREED (1) That if the said mortgagor shall fail to pay such taxes, or procure such insurance, the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at---per cent shall be repaid by said mortgagor, and this mortgage shall stand as security for the same (2) That a failure to pay any of said money, either principal or interest, when the same become due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectable at once at the option of the mortgagee.

Signed this 5<sup>th</sup> day of Oct. 1910.

Joseph B. Simmons

Mary E. Simmons

in presence of

S.A. Simmons

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State of Oklahoma, Tulsa County, SS.

On this 5th day of October A.D. 1910, before me the undersigned Herschel B. Hamilton a Notary Public, duly commissioned and qualified for and residing in said county, personally came J. B. Simmons and Mary Simmons, his wife and S.A. Simmons, a single <sup>person</sup> ~~man~~, to me known to be the identical persons whose names affixed to the foregoing conveyance as grantors, and acknowledged said instrument to be their voluntary act and deed for the purposes therein set forth.

Witness my hand and Notarial seal the day and year last above written.

(seal)

Herschel B. Hamilton, Notary Public.

My commission expires the 31st day of Mar 1914.

Filed for record at Tulsa, Okla Oct 6, 1910 at 8:30 A.M.

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

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