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

Mortgage.

This Indenture made this 7th day of October, 1910, between Julia Fountain and R.E. Fountain, her husband of Tulsa County, in the State of Oklahoma, parties of the first part, and Charles R. Gilmore of Tulsa County in the State of Oklahoma, party of the second part.

WITNESSETH, that said party of the first part in consideration of the sum of Seven hundred and fifty dollars (\$750.00) the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situate in the County of Tulsa, State of Oklahoma, to-wit:

Lots One (1) and Two (2) in Block Nineteen (19) in College Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

To have and to hold the same, together with all and singular the tenement, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of one (1) promissory note of even date herewith for seven hundred and fifty dollars (\$750.00) due October 7th, 1912 made to Charles R. Gilmore payable at Tulsa, Oklahoma, with eight (8) per cent interest per annum, payable annually and five (5) per cent additional as attorney's fees in case of legal proceedings to collect, and signed by Julia Fountain and R.E. Fountain.

Said first party hereby covenants that they are the owner in fee simple of said premises and that they are free and clear of all incumbrances. That he have good right and authority to convey and encumber the same and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of Seven hundred and fifty dollars (\$750.00) for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said first parties shall pay or cause to be paid to said second party, his heirs or assigns, said sum of money in the above note mentioned, together with the interest thereon according to the terms and tenor of said note, and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not affected and maintained or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes or assessments and shall be allowed interest thereon at the rate of eight (8) per cent per annum until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of

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

Charles R. Gilmore

Signed and acknowledged before me May 16, 1910

Leona Oliver

Register of Deeds