

Subscribed and <sup>Sworn</sup> to before me this 2d day of November, 1910.

(seal)

Sam'l P. McBirney, Notary Public.

My commission expires June 6, 1914.

Filed for record at Tulsa, Okla Nov 2, 1910 at 1:40 P.M.

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

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COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 28th day of October, 1910, between S.C. Maxey and Johanna Maxey, hiswife, of the county of Tulsa and State of Oklahoma parties of the first part, and Usher Carson, party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Six Hundred Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, sell, convey and conform unto said party of the second part, and to hisheirs and assigns forever all of the following described real estate, lying and situated in the county of Tulsa and State of Oklahoma, to wit: All of lots one (1) Two (2) Three (3) and fou r (4) in Block Twenty three (23) of the Orcutt Addition to the city of Tulsa, Oklahoma, according to the official plat thereof.

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption, unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, and to his heirs and assigns forever against the lawful claims of all persons whomsoever.

provided always, and these presents are upon these express conditions: That if the said parties of the first part their heirs or assigns, shall well and truly pay, or cause to be paid, to the said party of the second part his heirs or assigns, the sum of Six Hundred dollars, with interest thereon at the time and in the manner specified in one certain promissory note of even date herewith, executed by the parties of the first part, payable to the order of Usher Carson at First National Bank, Tulsa, Oklahoma, as follows:

\$600.00 payable Oct 28, 1911 with 8 per cent interest from date until maturity both note and interest payable with 10 per cent interest per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of the principal, or interest, when the same is due, or failure to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder thereof become due and payable at once without notice and in event action is brought to foreclose this mortgage, or recover or taxes paid by the mortgagee, an attorney's fee of \$25.00 and all costs of suit or taxes so paid shall be added which sums shall be and become an additional lien and be secured by lien of