

(SEAL)

J. R. Clark, notary Public.

My commission expires Feby 10 1913.

Filed for record at Tulsa, Okla., Jan 30, 1911, at 2:00 P. M.

H. G. Walkley, register of deeds. (SEAL)

CONTRACTED

MORTGAGE.

This indenture, made this 31st day of January, in the year one thousand nine hundred and eleven (A. D. 1911) between T. D. Evans and Celeste M. Evans, his wife of Tulsa, county, in the state of Oklahoma, Parties of the first Part, and S. L. White, of Iowa, Party of the second Part.

Witnesseth, that the said Parties of the first Part for and in consideration of the sum of seven hundred ten and 50/100 Dollars to them in hand Paid by the said Party of the second Part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold, remised, released and confirmed, and by these Presents do grant, bargain, sell, release and confirm unto the said Party of the second Part, her successors and assigns forever, all of the following described real estate, situate, lying and being in Tulsa county, and state of Oklahoma, to-wit:

Lot four (4) in block thirty-nine (39) in Owen addition to the city of Tulsa, Oklahoma, according to the amended Plat thereof

Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining;

to have and to hold the above bargained Premises unto the said Party of the second Part, her successors and assigns, to the sole and only proper use, benefits and behoof of the said Party of the second Part, her successors and assigns, forever; and the said Parties of the first Part do covenant with the said Party of the second Part, her successors and assigns that at the time of the delivery of these Presents they are well seized of said Premises in fee simple; that they are free from all incumbrances and charges whatever, and that they will and their heirs, executors and assigns, shall, forever warrant and defend the title to the same against all lawful claims whatsoever;

Provided always, that these Presents are upon the express condition, that the said Parties of the first Part shall and do well and truly pay or cause to be paid to the said Party of the second Part her successors, heirs, administrators or assigns the sum of seven hundred and ten and 50/100 Dollars, with interest according to their certain Promissory notes each bearing even date herewith, each due January 31st 1914, each bearing 6% Payable semi-annually from date. Each Payable at the Marshalltown State Bank, Marshalltown, Iowa, One of which notes is in the Principal sum of \$500-- one in the Principal sum of \$110.00 and one in the Principal sum of \$100.00, executed by T. D. Evans and Celeste M. Evans, his wife, to said Party of the second Part, her successors and assigns, to which these Presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments, of whatever nature, as shall by any lawful authority while the money secured by these Presents remains unpaid, be levied or imposed upon said Premises above described, including the taxes upon the mortgage interest of said Party of the second Part in and to said Premises, by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the Premises above described, in some good and responsible fire insurance company, to be approved by the Party of the second Part, against loss and damage by fire, in the sum of at least \$700.00 dollars, for the benefit of the Party of the second Part, her successors and assigns; and assign and deliver the Policy and certificate thereof to the Party of the second Part her successors and assigns; and shall further keep and perform all covenants