

REAL ESTATE MORTGAGE.

Mary V Rogers and C.H. Rogers, wife and husband

To

L. C. Wells

THIS INDENTURE, Made this sixteenth day of June in the year of our Lord One Thousand Nine Hundred and Eight, by and between Mary V Rogers and C.H. Rogers, wife and Husband of the County of Tulsa and State of Oklahoma, parties of the first part, and L. C. Wells of Tulsa Okla party of the second part :

WITNESSETH: that the said parties of the first part, for and in consideration of the sum of Two Hundred Eighty and no /100ths dollars, to them in hand paid, by the said party of the second part, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns forever, all of the following described tracts, pieces or parcels of land lying and situated in the County of Tulsa and State of Oklahoma, to-wit:

The North half of the northwest quarter of the southeast quarter (N 1/2 NW 1/4 SE 1/4), and the North three and 80/100ths (3.80) acres of lot five (5) and the northwest quarter of the southwest quarter of the southeast quarter (NW 1/4 SW 1/4 SE 1/4) all the foregoing being in Section Two (2) of Township Twenty Two (22) north and of range Twelve (12) east of the Indian base and Meridian.

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 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, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS: that this instrument is made, executed and delivered upon the following conditions to-wit: :

FIRST: Said first parties is justly indebted unto said party of the second part in the principal sum of Two Hundred Eighty and No/100ths Dollars being for a loan made by said party of the second part to the said first parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by said first parties bearing date of June 16th 1908 and payable to the order of said L. C. Wells of Tulsa Okla, on the 16th. day of December 1908, at Tulsa Okla., with interest thereon from maturity at rate of 10. % per cent per annum, payable semi-annually.

SECOND: Said parties of the first part hereby covenants and agree to pay all ~~tax~~ taxes and assessments of whatever character on said land, and any taxes ~~and~~ or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan by the State of Oklahoma, or by the County or town wherein said land is situated, when the same become due, and to keep the buildings

upon the mortgaged premises insured in some reliable fire insurance company, approved by

the party of the second part for the sum of _____ Dollars

and to assign the policies to said party of the second part, as their interests may

appear and deliver said policies and renewals to said party of the second part, to be

held by him until this mortgage is fully paid and said party of the first part assumes

all responsibility of proof and care and expense of collecting such insurance if loss

occurs.

THIRD: The said parties of the first part agree to keep all buildings, fences and other improvements on the said ~~premises~~ land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH:- It is further expressly agreed by and between parties hereunto that if any default be made in the payment of any part of either principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises or upon said loan, or the premium for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in the payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or his assigns, as additional collateral security and said party of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FIFTH:- It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewals principal or interest notes that may hereafter be given, in the event of any extension of time for payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH:- Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Fifty Dollars, which this mortgage also secures. And the said parties of the first part, for said consideration do hereby expressly waive appraisal of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part hereunto subscribe