

-----REAL ESTATE MORTGAGE :-----

This indenture made ~~xxx~~ this 4th day of August in the year of our lord one thousand Nine hundred Eight by and between W.M. Nance and Alice M Nance husband and wife of the c County of Tulsa and State of Oklahoma , parties s of the firstpart and Murrell and Spicknall a co-partnership comprsed of William D Murrell and William R Spicknall of Kansa s City Missouri parties of the second part :-

Witnesseth: That the said parties of the first part, for and in consideration of the sum of six Hundred Dollars ( \$600.00) to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant, bargain sell and convey and confirm unto said parties of the second part, and to their heirs and assigns forever, all of the following described tract piece or parcel of land laying and situate in the County of Tulsa and State of Oklahoma, to-wit :-

The northwest quarter of the northwest quarter ( NW 1/4 NW 1/4) of Section numbered Twenty -five (25) of Township numbered seventeen (17) North and of Range numbered Thirteen (13) East of the Indian Base and Meridian containing forty acres more or less according to the Government survey thereof .

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 their heirs and assigns forever . And the said parties of the first part do hereby covenant and ~~agree~~ agree that at the delivery hereof they are lawfull owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free abd clear of all incumberances and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part, their heirs and assigns forever, against the lawful claims of all persons whomsoever .

Provided Always, and this instrument is made executed and delivered upon the following conditions, to-wit :

FIRST: Said first parties are justly indebted unto the said second parties in the principal sum of Six Hundred Dollars ( \$600.00) being for a loan made to the said parties of the second part by the <sup>first</sup> first parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties bearing date August 4th 1908 and payable to the order of said second parties of Kansa s City Missouri on the 1st day of August 1911 at Commercial National Bank of Kansa s City Kan with interest thereon from date until maturity at the rate of six per cent per annum payable semi-annually which interest is evidenced by six coupon interest notes of even date herewith, and executed by the said First parties one (the first) for seventten and 60 /100 Dollars due on the 1st day of February 1909 and five note s for eighteen and No/100 Dollars due on the 1st day of August and February 1909, 1910 and 1911 respectively .

Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum and are made payable at the order of said second parties at Commercial National Bank Kansas City, Kansas with exchange on New York.

SECOND : The said parties of the first part agree to keep all buildings, fences and other improvements on said land in as good repair as they now are and not <sup>to</sup> committ or allow any waste on said premises .