

According to the official plat and survey thereof approved by Secretary of the Interior of the United States.

TO HAVE AND TO HOLD, the premises above described with the appurtenances thereunto

belonging, to the said Mary E Lear / her heirs or assigns forever. And the said party

of the first part covenants with the said party of the second part they they are lawfully seized in fee of said premises and that they are free from all incumbrances that they have good right to sell and convey the same and that they will, and their heirs, executors, administrators and assigns shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And said Katherine A Johnston wife of said Joseph E Johnston for and in consideration of the said above sum of money does hereby release and wuit claim, transfer and relinquish unto said party of the second part, her heirs and assigns, all her right, claim and possibility of dower and homestead ~~xxx~~ in or to said real estate forever. The foregoing conveyance is made on condition: That

WHEREAS said party of the first part is justly indebted to the said party of the second part in the sum of Eighteen Hundred and Fifty (\$ 1,850.00) Dollars for money as evidenced by 25 principal promissory notes of even date herewith, interest thereon from date at the rate eight per cent per annum, payable quarterly beginning on Sept 16 th 1908 and each quarter thereafter in each year said notes being more ~~specifically~~ described as follows, to-wit: 24 notes for seventy five dollars each and one note for fifty dollars, with privilege of paying any undue notes or all undue notes at any quarterly payment.

Now if said party of the first part shall pay or cause to be paid said note and the interest thereon according to the tenor and effect thereof, and do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise to be a lien in full force and effect.

It is expressly mutually stipulated and agreed as follows :-

FIRST: In case of default of payment of any sum herein covenanted to be paid/ or in default of the performance of any covenant contained, the said first party agrees to pay the said second party or its assigns, interest at the rate of eight per cent per annum, computed semi-annually, on said principal note from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount shall be, and not exceed, the legal rate of eight per cent.

SECOND: The first party agrees to pay all taxes and assessment s ^{due} levied upon the real estate also all liens claims, adverse titles, and incumbrances on said premises, after date of purchase of this tract of land, and if not paid within ten days the same are due and chargeable or become liens upon said real estate, the holder of this mortgage may at his option, without notice, declare the whole sum of money herein secured, due and payable at once, or may elect to pay such taxes or assessments and be entitled to interest on the same at the rate of eight per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

THIRD :- Said first party agrees to keep all buildings, fences and other improvements on said real estate, in as good repair and condition as the same are in at this date and shall permit no waste, and specially no cutting of timber except for making and repairing fences on the place and such as shall be necessary for fire wood for the use of the grantor's family; and the commission of waste shall, at the option of the holder of this mortgage render this mortgage due and payable.

FOURTH:- And the said first party agrees to at once insure the buildings upon said premises against the loss by fire ~~in the amount of~~ and tornado in the amount of One Thousand Five hundred Dollars, in insurance companies approved by the State of Oklahoma & second party and to at once deliver the insurance policies properly assigned or pledged to said second party, and that in the event of the failure, neglect or refusal of said first party to so insure the buildings or to re-insure the same and deliver the policies properly assigned or pledged to the said Mary E Lear before noon of the day on which any such policies shall expire said second party is hereby authorized and empowered by these presents, to insure or re-insure said buildings for said amount, and the said Mary E Lear, may sign all papers and applications necessary to obtain such insurance in the name, place and stead of said first party; and it is further agreed that in the event of loss under such policy or policies the said party shall have full power to demand, receive collect and settle the same and for that purpose may in the name, place and stead of said first party, and as his agent and attorney in fact, sign and endorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and to apply the amount so collected toward the payment of the note, interest coupons and interest thereon hereby secured, and if any of said agreements be not performed as aforesaid, then said party of the second part or its assigns, may effect such insurance as heretofore agreed, paying the cost thereof; and may also pay final judgement for statutory liens, claims including all costs and for the re-payment of all monies so paid with interest thereon from the time of payment, at the rate of eight per cent per annum, payable semi-annually, these presents shall be as security in like manner and with like effect as for the payment of said note and interest coupons.

FIFTH:- The said first party agrees that should a petition be filed to foreclose this mortgage, gain possession of said real estate or to protect the rights of the mortgagee herein, or the title to or the possession of said real estate, that they will pay an Attorney's fee to be fixed, determined and allowed by the court, and the payment thereof shall also be secured by this mortgage.

SIXTH:- The said first party agrees that if the maker of the note shall fail to pay any of said money, either principal or interest when the same becomes due and payable, or to conform to or comply with any of the foregoing covenants, the whole sum of money herein secured, may at the option of the holder of the note hereby secured and at his option only and without notice, be declared due and payable and may be foreclosed by the holder hereof as provided by law, or the party of the second part or the legal holder thereof, or his assigns, agent, or attorney, shall have the power to sell such property or any part thereof at public sale to the highest bidder for cash at the Court house in the City of Tulsa, ~~in~~ Tulsa County, Oklahoma, public notice of the time and place and terms of sale having first been given for thirty days by advertising in some newspaper published of general circulation in said town or territory, or by printed or written hand bills posted up in ten public places in the vicinity of said land, at which said party of the