

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

THIS INDENTURE, Made this 31st day of August Nineteen Hundred and eight by and between Alex Bruner and Paralee Bruner his wife of the county of Wagoner State of Oklahoma, hereinafter called the party of the first part, and the Alliance Trust Company Limited of Dundee Scotland, hereinafter called the party of the second part, a corporation by all parties hereto admitted to be duly qualified and licensed to do business in the State of Oklahoma, witnesseth :

That whereas The said Alex Bruner is justly indebted unto the said party of the second part in the sum of Four Hundred Dollars as is evidenced by One principal note of even date herewith, becoming due as follows, to-wit :-
One Note for Four Hundred Dollars due September First 1913 .
with interest at the rate of seven per cent per annum, payable semi-annually on the first days of March and September in each year as specified by interest coupons. Said notes draw interest at the rate of eight per cent per annum after maturity and are payable to said second party, or order at the offices of The Allians Trust Company, Limited in Kansas City Missouri, in U.S. gold coin of present standard weight and fineness .

NOW THEREFORE, The said first party in consideration of the premises and for the purpose of securing the indebtedness aforesaid, does hereby grant, bargain, sell and convey unto the said second party its successors and assigns, forever, the following described land and premises, situate in the county of Tulsa State of Oklahoma, to wit :-

The south-east quarter of the north-east quarter section Twelve (12) Township Nineteen (19) Range Fourteen (14)

To have and to hold the same, together with all the rights, privileges and appurtenances thereto belonging, unto the said second party, its successors and assigns and the said first party hereby covenants that said first party is lawfully seized in fee of said real estate; that the same is free from all encumbrances and that said first party will warrant and defend the same unto the said second party, its successors and assigns against the lawful claims of all persons and the said first part hereby expressly releases relinquishes, waives and conveys to said second party all benefits of stay laws, and rights of homestead, appraisalment, redemption or dower in said premises. This conveyance is made, however, for the following purposes :

~~XXXXXXXXXXXX~~ The said first party hereby covenants and agrees with the said second party as follows :-

FIRST: To pay the principal of said loan and the interest thereon, according to the conditions hereinbefore set forth .

Second : To keep all buildings fences, or other improvements on said real estate in as good repair and condition as the same are in at this date, and permit no waste, especially no cutting of timber, except for the making and repairing of fences on the place and such as shall be necessary for firewood for use on the premises .

THIRD :- To keep the buildings now or hereafter erected on said land constantly insured in some company satisfactory to said second party or assigns, the ^{holders} ~~holders~~ of said indebtedness for ⁶ the insurable value thereof, and the policies assigned and pledged and delivered to said second party and assigns as aforesaid, with full power to demand, receive and collect all moneys becoming payable thereupon, and apply the same toward the payment of said indebtedness; and this mortgage shall be a lien upon all insurance