

COMPALED

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

KNOW ALL MEN BY THESE PRESENTS That John Harry and Mary Harry his wife of Tulsa County, Oklahoma, Mortgagors, hereinafter called first party, to secure the payment of the sum of ⁰ Four Hundred & No/100 Dollars the receipt whereof is hereby acknowledged hereby mortgage to ⁰ W.H. Wheeler mortgagee, hereinafter called second party, the following described premises, situated in Tulsa County, Oklahoma, to-wit :-

The southeast quarter of the southwest quarter of Section Five (5) Township Nineteen (19) North, Range Ten (10) East of the Indian Meridian, containing in all 40 acres, more or less, according to the government survey thereof, with all improvements thereon and appurtenances thereunto belonging and warrant the title to same.

This mortgage is given to secure the payment of the debt and the performance of the agreements hereinafter agreed upon to be paid and performed by first party, to-wit :

FIRST: That first party will pay to the said ⁰ W.H. Wheeler, his heirs or assigns at his office in Wichita, Kansas) or at such other place as the legal owner of this mortgage may from time to time direct) with exchange on New York, Four Hundred & No 100 Dollars according to one certain promissory coupon mortgage bond executed concurrently with this mortgage by first party, payable to second party, his heirs or assigns, upon the date ^{or date} and with the interest therein specified, bearing the date of this mortgage and described as follows :

Mortgage Bond No 1720 for Four Hundred & No 100 Dollars .

SECOND : That in case of default in payment of said note or interest or of any sum herein agreed to be paid, or in default of performance of any agreements herein contained, first party will pay to second party, his heirs or assigns, interest at the rate of 10 per cent per annum, annually, or said principal note from the date thereof to the time when the money shall be actually ~~paid~~ ^{paid}.

THIRD : That first party will keep the buildings on said premises insured against loss by fire and wind-storms in responsible insurance companies, satisfactory to second party, to the amount of \$ with second party's form of assignment attached, making said insurance payable in case of loss to ⁰ W.H. Wheeler or assigns, as his interests may appear, and deliver said policies and renewals to the said second party to be held by him until this mortgage is fully paid. In case of failure to keep said buildings so insured the holder of this mortgage may effect such insurance and the amount paid therefor shall be collectable with the notes herein, with interest at 10 per cent per annum, and this mortgage shall stand as security therefor .

Now if said ⁰ first party shall pay or cause to be paid the said sums of money with interest thereon, according to the terms of said note or notes and coupons, then these presents shall be void and said premises shall be released at the cost of the party of the first part . But if said sum of money or any part thereof or any interest thereon is not paid when due and payable, or if any taxes or assessments levied against said property or said second party, or assigns, or charges for insurance, are not paid when the same are due and payable, or on failure to furnish insurance as herein agreed, then ~~the principal note~~ in either ~~case~~ of these cases the said principal note or ^{notes} ~~note~~ with the interest thereon shall, and by this mortgage does, immediately become due and payable, at the option of the second party, or assigns to be at any time thereafter exercised without notice to the party of the first part, and this mortgage shall then be absolute and may be at once foreclosed . But the legal holder of this mortgage may, at his option,