

COMPARED

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

This mortgage Made this 27th day of August A.D. 1908 by and between Nellie W Thompson (nee Horn) and O.S. Thompson her husband of Tulsa County State of Oklahoma of the first part, and Luella F Stewart of Sumner County in the State of Kansas of the second part .

WITNESSETH: that the said parties of the first part in consideration of the sum of Twelve Hundred (\$ 1200) Dollars cash in hand paid by the said party of the second part, to the said parties of the first part, the receipt of which is hereby acknowledged the said parties of the first part have granted, bargained, sold and conveyed and do hereby grant, bargain, sell and convey unto the said party of the second part, her heirs, legal representatives , successors and assigns, the following described real estate and premises situated in Tulsa County and State of Oklahoma, to-wit :-

The East one half of the southwest quarter of Section Twenty three (23) Township eighteen (18) North and Range Fourteen (14) E. of the Indian Base & meridian . containing 80 acres, more or less, according to Government survey thereof .

To have and to hold the same, unto the said party of the second part her heirs, legal representatives, successors and assigns forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of homestead exemption .

And the said parties of the first part for themselves and their heirs, successors, executors, administrators and assigns, covenant with the said party of the second part, that at the date and delivery hereof they are lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to said real estate and premises; that the same are free and clear of all incumbrances whatsoever, and that they have a good right to sell and convey the same to the said party of the second part, and that they will and their heirs, executors, administrators and successors shall forever warrant and defend the title to and possession of said real estate unto the said party of the second part, her heirs, legal representatives, successors and assigns against all lawful claims and demand whatsoever .

The foregoing conveyance is on condition that :

WHEREAS, The said parties of the first part are justly indebted to the said party of the second part in the sum of Twelve Hundred (\$ 1200) Dollars for actual money loaned to said first parties by second party as is evidenced by one certain ^{promissory} principal note, executed by first parties to second party, of even date herewith for (\$ 1200) Dollars due Aug Aug 27 " 1913 drawing interest at the rate of six per cent ^{centum} per annum from date, until due, and eight per cent ^{centum} interest after due; said interest payable annually and evidenced until maturity of said principal note by 5 interest coupon notes attached thereto and forming a part thereof, said ^{first} coupons being in amounts and payable as follows Sept 1 09 \$ 72 Sept 1 1910 \$ 72 Sept 1 " 1911 \$ 72 Sept 1 1912 \$ 72 Aug 27 1913 71.20 said interest coupons bear eight per centum per annum, payable ~~annually~~ annually after due .

Now if said parties of the first part shall pay or cause to be paid, said principal and interest notes according to the tenor and effect thereof, and at the time and place therein provided, and do and perform all and every other covenant and agreement in this mortgage provided, then this instrument shall be null and void (and shall be released at the expense of first party) otherwise to remain in full force and effect .