

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

In consideration of Four Hundred and No/100 Dollars Annie V Stark and David Stark, her husband, of Tulsa County ~~Okla~~ State of Oklahoma, mortgagors hereby grant, bargain & sell convey and mortgage unto C.H. Kirshner mortgagee, the following described real estate, situated in Tulsa County Oklahoma, to-wit :-

The South half of the southwest quarter of the Northwest quarter and the north east quarter of the southwest quarter of the northwest of Section Thirty one (31) Township Twenty (20) North, Range Fourteen (14) East and the (South Half of the Southeast quarter of the Northeast quarter, and the Northwest quarter of the Northeast quarter of the southeast quarter of Section Thirty-Six (36) Township Twenty (20) North, Range Thirteen (13) East containing Sixty (60) acres more or less .

The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumbrances and hereby warrant the title against all persons waiving hereby all rights of homestead exemption .

Provided, That whereas said mortgagors Annie V Stark, nee Wilson and David Stark, her husband are justly indebted unto said mortgagee in the principal sum of Four hundred and No/100 Dollars for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certain principal note executed by said mortgagors, bearing even date herewith, payable to the order of said mortgagee on the first day of September 1913 with interest from date until default or maturity, at the rate of six percent per annum, and after default or maturity, at the rate of ten per cent per annum, payable semi-annually, both before and after maturity, the installments of interest until maturity being evidenced by ten coupons attached to said principal note, and of even date herewith, and payable to the order of said mortgagee, both principal and interest being payable at American National Bank Hartford, Conn. If said mortgagor shall pay the aforesaid indebtedness, both principal and interest according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect .

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition ^{to} of maintaining or enforcing or enjoying the full benefit of the lien of this mortgage or the collection of the said indebtedness . In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement and this mortgage shall be a further lien for the repayment ~~and~~ thereof .

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither ~~commit~~ ^{commit} nor suffer waste; to maintain both fire and tornado insurance upon all buildings in company satisfactory to the mortgagee or assigns, in a sum not less than ⁰ Dollars payable in case of loss to mortgagee or ~~xxxxxxx~~ assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written and by them retained until the ~~xxxxxxx~~