

COMPARED

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

THIS INDENTURE Made this 25th day of September in the year of our Lord One Thousand Nine Hundred and eight by and between Mattie Boles and C.A. Boles her husband of the County of Tulsa and State of Oklahoma, parties of the first part, and Luella F Stewart of Wellington Kansas party of the second part :

Witnesseth: That the said parties of the first part for and in consideration of the sum of Five Hundred Fifty Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained and sold and by these presents do grant, bargain sell convey and confirm unto said party of the second part, and to her successors and assigns forever, all of the following described tract piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit :-

of section twenty three (23) in Township eighteen (18)
The south east quarter (SE 1/4) of the South east quarter (SE 1/4) North, Range Fourteen (14) East of the Indian Meridian, containing 40 acres.

To have and to hold the same with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to her heirs and assigns forever. And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein and the payments to the said Luella F Stewart her heirs successors and assigns at the office of Luella F Stewart at Wellington Kansas the principal sum of Five Hundred Fifty Dollars on the first day of November 1913 according to the terms and conditions of the one promissory note, made and executed by Mattie Boles and C.A. Boles, her husband parties of the first part, bearing even date herewith, with interest thereon from date at the rate of 6 per cent per annum payable annually but with interest after maturity at the rate of ten per cent per annum, which interest is evidenced by six coupon interest notes thereto attached.

Second : Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage on account of said loan, by the State of Oklahoma, if any there be, or by the County or town wherein said land is situated, when the same become due and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company approved by the party of the second part, for the ~~sum~~ ^{sum} of ² Dollars and to assign the policies to said party of the second part, as their interests may appear, and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD : The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, not to commit