

The south half of the north west quarter and lot four (4) of section one (I) in township eighteen (18) north of range fourteen (14) east of the Indian Base and Meridian, containing one hundred twenty (120) acres more or less.

TO HAVE AND TO HOLD THE SAME, With all and singular the 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 its successors 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, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions:-, to-wit:-

FIRST:- Said J.M. Crutchfield and Nellie D Crutchfield his wife justly indebted unto, the said party of the second part in the principal sum of Twenty one Hundred (\$ 2100.00) Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said J.M. Crutchfield and Nellie D Crutchfield his wife and payable according to the tenor and effect of one certain First Mortgage real estate note, executed and delivered by the said J.M. Crutchfield and Nellie D Crutchfield, his wife bearing date June 18th 1908 and payable to the order of the said Walton Trust Company on the 18th day June 1915 after date at the office of the Walton Trust Company, Butler, Missouri, with interest thereon from date until maturity, at the rate of six per cent, per annum, ~~after maturity~~ payable annually on the 18th day of June in each year, and eight per cent, per annum after maturity, the installments of interest being further evidenced by seven coupons attached to said principal note and of even date therewith and payable to the said Walton Trust Company, or bearer at its office in Butler, Missouri. In case suit is commenced to foreclose this mortgage, the said parties of the first part hereby agree to pay to the legal holder of the note hereby secured, ten per cent of the principal sum of said note, as an attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be taxed as costs in said foreclosure.

SECOND :- Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt secured, with interest thereon at the rate of eight per cent, per annum. But whether the legal holder or holders of the mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder ~~hereof~~ or holders hereof may, immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the ~~rents~~ rents, issues and profits thereof.

THIRD :- Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH:- Said parties of the first part hereby agree to procure and maintain policies of ~~insurance~~ insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of the insurable value thereof; loss, if any payable to the mortgagee or assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the amount of the same, and the person or persons so holding any such policy of insurance ~~or~~ shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of the note, may deliver said policy to said parties of the first part and require the collection of the same and payment made of the proceeds as last above mentioned.

FIFTH:- Said parties of the first part hereby agree that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same become due, or to conform to or comply with any of the foregoing conditions, or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefit of homestead, exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

*executed and delivered
in presence of*

J.M. Crutchfield

Nellie D Crutchfield