

REAL ESTATE MORTGAGE.

THIS IDENTURE, Made this 1st, day of December, in the year of our Lord One Thousand Nine Hundred and Eight, by and between George W. Davis and Elizabeth Davis, his wife, of the County of Tulsa and State of Oklahoma, parties of the first part, and Luella F. Stewart, party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of Five Hundred Dollars, to then 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 the 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:

The North East Quarter (NE $\frac{1}{4}$ ) of the North East Quarter (NE $\frac{1}{4}$ ) of Section Twenty Seven (27) in Township Twenty One (21) North, Range Thirteen (13) East of the Indian Base and 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 parties 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 Dollars, on the first day of November, 1913, according to the terms and conditions of the one promissory note, made and executed by George W. Davis and Elizabeth Davis, his wife, parties of the first part, bearing even date herewith, with interest thereon from date at the rate of six 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 five coupon interest notes thereto attached.

SECOND: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of the 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 <sup>land</sup> loan 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 of no Dollars, and to assigns the policies to said party of the second part, as their interest 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 <sup>the</sup> 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, and not to commit or allow any waste on said premises.

FOURTH: It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of the default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for said fire insurance