

COMPARED

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

Tulsa
4-30-56

Minnie P Stewart and Husband

to

W.D. Murrell

THIS INDENTURE, Made this 23 rd day of June A.D. 1908, by and between Minnie P Stewart Nee Barber and Robert J Stewart, wife and husband of the County of Tulsa, and state of Oklahoma, party of the first part, and William D Murrell of Missouri, party of the second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ninety Six and No/100 Dollars to them in hand paid by 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 his heirs 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 east half of the northwest quarter (e 1/2 NW 1/4) of section fourteen (14) of Township Seventeen (17) North and of range Twelve (12) east of the Indian Base and Meridian, excepting therefrom fourteen and seventy-three hundredths (14.73) acres described as follows, to-wit:- commencing at the southwest corner of the south east quarter of the northwest quarter of said section fourteen (14) and running thence east Four Hundred thirty six feet and six inches (436ft. 6 in.), thence north thirteen hundred twenty (1320) feet, thence west two hundred ~~eighty~~ twenty eight feet and six inches (228ft. 6 in) thence north three hundred fifteen feet (315 ft) thence west two hundred eight feet (208 ft.) thence south sixteen hundred thirty five feet (1635) to the place of beginning; the tract of land conveyed by this instrument comprising sixty-five and twenty-eight one-hundredths (65.28) acres more or less according to the government survey. Subject to and inferior, however, to a prior mortgage given this day to said William D Murrell for Eight Hundred dollars on the same land as above described.

TO HAVE AND TO HOLD THE SAME with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawfully 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 heirs and assigns, forever, against the lawful claims of all persons whomsoever.

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

FIRST:- Said first parties are justly indebted unto the said party of the second part in the principal sum of Ninety Six and No/100 Dollars (\$96.00) being for a loan made by the said party of the second part to the said first parties, and payable according to the terms, tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties bearing even date herewith, and payable to the order of second party on the 1st Day of July A.D. 1909 at the Commercial National Bank, Kansas City, Kansas, with exchange on New York with interest thereon at the rate of ten per cent per annum after due.

SECOND:- Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land that may be assessed thereon either by the State of Oklahoma, or the County or Town wherein said land is situated, when the same become due.

THIRD :- The said parties of the first part agree to keep all improvements upon said real estate which are now thereon or may hereafter be placed thereon in good repair and not to permit nor commit any waste on said premises.

FOURTH :- It is expressly further provided and agreed by and between the parties hereto that if any default be made in the payment of either the principal or interest when the same become due, or in case of default in the payment of any installment of taxes or assessments on said premises, or in the case of any breach of any covenant or condition herein contained, the whole of said principal sum named herein and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part as additional collateral security and said second party or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FIFTH:- It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest thereon, and all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon same during the time of extension.

SIXTH:- Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee to be taxed by the Court, which said attorney's fee this mortgage secures.

SEVENTH:- It is further ~~expressly~~ hereby agreed and understood between the parties hereto and as part of the consideration hereof that the said parties of the first part do jointly and severally hereby expressly waive appraisalment of said real estate, and all benefit of the 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 effect.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seals on the day and year first above ~~mentioned~~ mentioned.

Executed ~~in~~ and delivered in the presence of, Minnie P Stewart

F.M. Sutton

Robert J Stewart