

## REAL ESTATE MORTGAGE.

THIS INDENTURE WITNESSETH, That the grantors Jimmie Ceasar<sup>a</sup> and Hester Ceasar (his wife), of Muskogee County, Oklahoma, for and in consideration of Sixty Five and 75/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto Harry Lee Taft ( of the City of Chicago, State of Illinois) Trustee, the following described property and premises situate in Tulsa County, Oklahoma, to wit:

The South West Quarter of the South West Quarter of Section Sixteen (16) in Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, containing 40 acres, more or less, Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same.

TO HAVE AND TO HOLD said described premises unto the said grantee and his successors, free clear and discharged of and from all former grants, charges, taxes, judgements and mortgages and other liens and incumbrances whatsoever, except a Trust Deed for the sum of \$650.00 between the parties hereto and of even date herewith. Hereby releasing and waiving appraisal and all rights under and by virtue of the homestead exemption laws of the State of Oklahoma.

IN TRUST NEVERTHELESS for the purpose of securing the performance of the covenants and agreements herein. WHEREAS the Grantor HJimmie Ceasar, is justly indebted upon his principal promissory note, bearing even date herewith, payable to his own order and by him endorsed and delivered, for the sum of Sixty Five and 75/100 Dollars, payable in installments, one for \$13.75 due on the first day of October, A. D., 1909 and four for \$13.00 each due ~~separatim~~ annually thereafter, each of said installments being payable at the office of Pearsons & Taft, in Chicago, Illinois, and bearing interest after maturity at the rate of 10% Per annum. The grantors covenant and agree as follows.:

FIRST: To pay said indebtedness and the interest thereon as herein and in said notes provided, or according to any agreement extending the time of payment.

SECOND. To pay before delinquency all taxes and assessments by or in the State of Oklahoma against <sup>said</sup> premises or against the interest of the grantee or his successors therein, or against this Trust Deed or the money or the indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the grantee or his successor or the holder of the notes hereby secured; and on such payment to submit to the grantee or his successor receipts therefor.

THIRD: To commit or permit no waste upon said premises

FOURTH: To allow all buildings at any time on said premises to be insured by ~~that~~ grantee or his successor for at least the amount of their fair value against loss by fire, lightning and tornados, in companies to be approved by the grantee or his successor, such insurance policies to be so written as to require all loss to be applied in the reduction of said indebtedness at the option of the holder hereof.

In the event of the failure to pay taxes or assessments, the grantee or his successor or the holder of said indebtedness may pay such taxes <sup>or</sup> assessments, or discharge or purchase any tax lien or title affecting said premises; and all money so paid and the cost of any insurance so procured, grantors agree to repay immediately without demand; and the same and any other moneys disbursed by the holder of said indebtedness to protect the ~~lien~~ hereof with interest from the date of payment at the rate of 10% per annum, shall be so much additional indebtedness secured hereby/

In the event of a breach of any of the aforesaid covenants or agreements or of the passage by the state of a law imposing payment of the whole or any portion of any taxes or assessments aforesaid upon the grantee or his successor or the holder of said indebtedness, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the grantors