

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this Twenty-eighth day of November, in the year of our Lord one Thousand Nine Hundred and Eight, by and between William L. Smith and Bessie M. Smith, husband and wife, of the County of Tulsa, and State of Oklahoma, parties of the firstpart, and The Travellers Insurance Company, a corporation, organized under the laws of the State of Connecticut, ^{having its principal office in the city of Hartford Connecticut} party of the second part;

WITNESSETH: That the said parties of the firstpart, for and in consideration of the sum of Five Hundred 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 the said party of the second part, and to its successors and assigns forever, all of the following described tracts, pieces, or parcels of land lying and situate in the County of Tulsa, and State of Oklahoma, to wit:

The Northeast Quarter of the Southeast Quarter (NE/4 of SE/4) of Section Thirty (30) and the South Half of the Southwest Quarter of the Northeast Quarter (S/2 of SW/4 of NE/4) of Section Twenty-nine (29), Township twenty - one (21) North, Range Fourteen (14) East of the Indian Meridian.

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 its successors 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 ^{that} they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS ^{and} that this instrument is made, executed and delivered upon the following ^{conditions} terms to wit:

FIRST: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Five Hundred Dollars being for a loan made by the said party of the second part to the said parties of the firstpart and payable according to the tenor and effect of their one certain negotiable promissory note, executed and delivered by the said parties of the first part, bearing date November 2⁸th, 1908, and payable to the order of said The Travellers Insurance Company, of Hartford, Connecticut, on the first day of December, 1913, at the office of said company, in Hartford Connecticut, with interest thereon from date until maturity at the rate of six per cent per annum, payable annually, which interest is evidenced by five coupon interest notes of even date herewith, and executed by the said parties of the first part, one (the first) for Thirty and 25/100 Dollars, due on the first day of December, 1909, and four notes for Thirty Dollars each, due on the first day of December, 1910, 1911, 1912, 1913 respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent. per annum, and are made payable to the order of said The Travellers Insurance Company, at its office in Hartford, Connecticut.

SECOND: Said parties of the first part hereby covenant and agree to pay all taxes and assessments or 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, or by the County or Town wherein said land is situated, when the same becomes 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 ofdollars, and to assign the policies to ^{the} party of the second part, as their interest may appear, and