

COMPARABLE

OKLAHOMA REAL ESTATE MORTGAGE.

IN CONSIDERATION OF THREE HUNDRED DOLLARS, to us in hand paid, we, John L. Rogers, and Hattie Rogers, husband and Wife, of Tulsa County, State of Oklahoma, mortgagors, hereby grant, bargain, sell, convey and mortgage unto C. H. Kirshner, of Jackson County, Missouri, Mortgagee the following described real estate situated in Tulsa, County, Oklahoma, to wit:-

The West Sixteen and 38/100 acres of Lot Three (3) and the North East Ten (10) acres of Lot Three (3) in Section Seven (7), Township twenty Two (22) North, Range Thirteen (13) East of the Indian Base and Meridian, Tulsa County, Oklahoma, according to the United States survey thereof.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors John L. Rogers and Hattie Rogers, husband and wife are justly indebted unto said mortgagee in the principal sum of Three Hundred Dollars, for a loan thereof made by the said mortgagee to said mortgagors and payable according to the terms of one certain principal note executed by said mortgagors, bearing date November 20th, 1908, payable to the order of said mortgagee on the first day of December, 1913, with interest from date until default or maturity, at the rate of ^{and after default or maturity at the rate of ten per cent per annum} ten per cent per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said mortgagee, both principal and interest being payable at National Bank of Commerce, at Kansas City, Mo., If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay all tax, assessments or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent, per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements on said land in as good condition as they now are; to neither commit or suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than Five Hundred Dollars, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance, fire, tornado or both- should mortgagors default in so doing and to advance the money therefor, and to repay any such advances with interest at the rate of ten per cent per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the