

COMPARED

PP

REAL ESTATE MORTGAGE.

THIS MORTGAGE, Made this 5th, day of December, A. D., 1908, by and between Martin Evans and Elizabeth Jane Evans, his wife of Tulsa County, State of Oklahoma, of the first part, and T. D. Evans, of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Six Hundred and no/100 (\$600.00) Dollars cash in hand paid by the said party of the second part to the said party of the first part, the receipt of which is hereby acknowledged, the said parties of the first part, have granted, bargained, sold and conveyed, and do hereby grant, bargain, sell and convey unto the said party of the second part, his heirs, legal representatives successors and assigns, the following described real estate and premises, situated in Tulsa County and State of Oklahoma, to -wit:

The Northeast Quarter of the Northwest Quarter (NE4 NW4) Section Eighteen (18), Township Nineteen (19) North of Range Fourteen (14) East, containing 40 acres, more or less, according to the Government survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs/ legal representatives, successors and assigns forever, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the rights of homestead exemption.

And the said parties of the first part for their selves and their heirs, successors, executors, administrators and assigns, covenant with the said party of the second part, that at the date and delivery hereof are lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to the said real estate and premises; that the same is free and clear of all incumbrances whatsoever; and that they have a good right to sell and convey the same to the said party of the second part, and that they will and their heirs, executors, administrators and successors shall forever warrant and defend the title to and possession of said real estate unto the said party of the second part, his heirs, legal representatives, successors and assigns, against all lawful claims and demands whatsoever.

And the said Elizabeth Jane Evans, wife of the said Martin Evans, for said consideration does hereby release, relinquish, quit claim, transfer and convey unto the said party of the second part, his heirs, legal representatives, successors and assigns all her right, claim or possibility of dower and homestead, or any rights therein, now or hereafter received in and to said real estate, forever.....The foregoing conveyance is on condition that:

WHEREAS The said parties of the first part are justly indebted unto the said party of the second part in the sum of Six Hundred and no/100 Dollars, for actual money loaned to said first parties by second party, as is evidenced by one certain principal promissory note, executed by first parties to second party, of even date herewith for Six Hundred and no/100 Dollars, due Dec. 5, 1913, drawing interest at the rate of -6- per centum per annum from date, until due and eight per centum interest after due; said interest payable semi-annually and evidenced until maturity of said principal note by 10 interest coupon notes attached thereto, and forming a part thereof, said interest coupons being in amounts and payable as follows:

\$15.-5/1/09, \$18-11/1/09, \$18-5/1/10, \$18-11/1/10, \$18-5/1/11, \$18-11/1/11, \$18-5/1/12, \$18-11/1/12, \$18-5/1/13, \$21-12/5/13. Said interest coupons bear eight per centum per annum, payable semi-annually after due.

Now, if the said parties of the first part shall pay or cause to be paid, said principal and interest notes according to the tenor and effect thereof, and at the time and place therein provided, and do and perform all and every other covenant and agreement in this mortgage provided, then this ^{instrument} mortgage shall be null and void (and shall be released at the ex-