

July 2. 19. 58

REAL ESTATE MORTGAGE.

THIS INDENTURE, made this Twelfth day of December, in the Year of Our Lord One Thousand Nine Hundred and Eight, by and between Jesse B. Burgess, and Elizabeth E. Burgess, husband and wife, of the County of Rogers, and State of Oklahoma, parties of the first part, and The Travelers 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 first part for and in consideration of the sum of Five Hundred Fifty 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 tract, piece or parcel of land lying and situate in the County of Tulsa, and State of Oklahoma, to wit:

The South Half of the Northeast Quarter (S/2 of NE/4) of Section Thirty Three (33)/, Township Twenty One (21) North, Range Thirteen (13) East of the Indian Meridian.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditament and appurtenances thereunto belonging, or in anywise appertaining, and the 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 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 this instrument is made, executed and delivered upon the following conditions, 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 Fifty Dollars being for a loan made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of their certain negotiable promissory notes, executed and delivered by the said parties of the first part, bearing date December 12th, 1908, and payable to the order of said The Travelers 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 one and 99/100 Dollars, due on the first day of December 1909 and four notes for Thirty-three 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 Travelers 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 of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of the 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 become 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 said party of the second part, as their interest may appear, and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said