

STATE OF OKLAHOMA, IMPROVED FARM MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

THAT MARY J. COVEY AND BYRON COVEY, HUSBAND AND WIFE OF JENKS, TULSA COUNTY, IN THE STATE OF OKLAHOMA, parties of the first part, have mortgaged and hereby mortgage unto L. D. Marr, Secretary to the Commissioners of the Land Office of the State of Oklahoma, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

The Southwest Quarter of the Northwest Quarter, Section Thirteen (13), Township Eighteen (18) North of Range Twelve (12) East of the Indian Meridian; containing 40 acres, with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same. This mortgage is given to secure the principal sum of (\$800.00) Eight Hundred & no/100 Dollars with interest thereon at the rate of five per centum (5) per annum, payable semi-annually from date, according to the terms of one certain promissory note, described as follows, to wit:

Dated Jenks, Oklahoma, September 11, 1908, for the sum of (\$800.00) Eight Hundred & no/100 Dollars payable five (5) years after date to L. D. Marr, Secretary to the Commissioners of the Land Office of the State of Oklahoma, or his order, or successor, at the office of the said Commissioners in the Capital of said State, and bearing interest from date at the rate of five per centum (5) per annum, payable semi-annually, on the eleventh day of March and September of each year until paid. Notice of demand, presentment, non-payment, protest, notice of protest and appraisal waived. On default in payment of principal and interest, or either of them, when due and payable, the whole of said amount to become due and payable. With privilege to pay said debt at the expiration of two years, or at any interest paying period thereafter, and with the further privilege of paying \$100.00 or any multiple thereof at any interest paying period, and signed by Mary J. Covey and Byron Covey.

It is expressly agreed by and between said parties hereto, that this mortgage is a first lien upon said premises, that the said part of the first part will pay said principal and interest at the times when the same shall fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party, and shall be kept insured for the benefit of the said second party, or assigns, against loss by fire, lightning and tornado, for not less than \$.... and that all policies shall be assigned and delivered to said second party.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or other sums necessary to protect the rights of said second party, or assigns, including insurance upon buildings; and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upon the breach of the warranty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ^{five} per cent per annum; said party of the second part shall be entitled to foreclose this mortgage, according to law, and have said premises sold and the proceeds applied to the payment of the sum secured hereby. Appraisal of said premises are hereby expressly waived.