

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 4th, day of January, in the year of our Lord One Thousand Nine Hundred and Nine, by and between W. S. Fears, a single man, of the County of Tulsa, and State of Oklahoma, part of the first part, and Luella F. Stewart, of Wellington, Kansas, party of the second part,

WITNESSETH: That the said party of the first part for and in consideration of the sum of Three Hundred Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold and by these presents does grant bargain and sell, convey and confirm unto the said party of the second part, and to her 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:

East Half (E. $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty (30) in Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, containing 80 acres.

to have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the rights of homestead exemption unto the said party of the second part, and to her heirs and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, her heirs and assigns forever, against the claims of all persons whomsoever.

This mortgage is given for the security of the performance of the covenants herein, and the payments to the said Luella F. Stewart her heirs successors or assigns at the office of Luella F. Stewart in Wellington, Kansas, the principal sum of Three Hundred Dollars, on the first day of November, 1913, according to the terms and conditions of the one promissory note, made and executed by W. S. Fears, a single man, party of the first part, bearing even date herewith, with interest thereon from date at the rate of six per cent per annum, payable annually, but with interest after maturity at the rate of ten per cent per annum, which interest is evidenced by five coupon interest notes thereto attached.

Second:-Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that ^{shall} be made upon said land or upon the legal holder of said notes and mortgage, on account of said land by the State of Oklahoma, if any there be, 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 against in some reliable fire insurance company, approved by the party of the second part, for the sum ofno Dollars, 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 party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD:-The said party of the first part agrees to keep all buildings, fences and other improvements on ^{the} said land in as good condition as they now are, and not to commit or allow any waste on said premises.

FOURTH:- It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of the default in the payment of any installment of taxes or assessments