

COMPARED

-----OKLAHOMA MORTGAGE :-----

THIS INDENTURE , Made this 28th day of July in the year of our Lord One Thousand nine hundred and eight between Thomas Gallagher and Mary Gallagher his wife of Rogers County Oklahoma of the first part, and the Oklahoma Farm Mortgage Company, a corporation of the second part,

Witnesseth, That the said parties of the first part do hereby mortgage to the party of the second part, the following described real estate, situated in Tulsa County Oklahoma, to-wit :

The south-half (S I/2) of the South -east quarter (S E I/4) of section Five (5) Twosnship Twenty -One (2I) North, of Range Thirteen (I3) East .

of the Indian meridian, containing 80 acres more or less, with all the improvements ^{thereon} and apputtenances thereunto belonging, and warrant the title to the same .

This mortgage is given to secure the sum of Six Hundred and No/100 (\$600) Dollars with interest thereon at the rate of 7 per cent per annum, from the date hereof, payable annually according to the terms and at the time and in the manner provide by one certain promissory note of even date herewith, with coupons for such interest thereto attached,, and payable to the order of the mortgagee herein, on date therein sepcified (or in partial payments prior to maturity in accordance with stipulations therein) signed by first parties .

It is expressly agreed and understood by and between the said parties hereto, that this mortgage is a first lien upon said premises; that the parties of the first part will pay said principal and interest at the time when the same fall due and at the place and in the manner provided in said note. and will pay all l taxes and assesments 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 said second party , and shall be kept insured for the benefit of said second party, or assigns, against l oss by fire, lightening and tornado for not less than (none) Dollars in form and companies satisfactory to said second party and that all policies shall be delivered to said second party . If the titlle to said premises be tran sferred said second party is authorized as agent ^{of} for the first party, to assign the insurance to the grantee of the titlle.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises , or any other sum necessary to protect the rights of such party or assigns, including insurance upon the buildings and recover the same from the first party, with IO per cent interest, and that every such payment is secured hereby and that in case of a foreclosure hereof, ^{and} as as often as any foreclosure hereof may be filed, the holder hereof may recover from the first party an attorney's fee of Sixty and No/100 Dollars which shall be due upon the filing of the petition in foreclosure , and which is secured hereby, and which the first party promises and agrees to pay, together with all costs . The first party further agrees to pay any tax that may be assessed against this mortgage under the laws of Oklahoma and County aforesaid, Any expense incurred in litigation or ^{or} otherwise, including attorney's fees and an abstract of title to said premises , incurred by reason of this mortgage or to protect its lein, shall be repaid by the mortgagors to the mortgagee or assigns, with interest thereon at IO per cent per annum, and this mortgage shall stand as security threfor .