

## -----OKLAHOMA REAL ESTATE MORTGAGE :-----

IN CONSIDERATION OF Three Hundred and No/100 Dollars George W Roberts, a single person of Tulsa County, State of Oklahoma, mortgagor hereby grants, bargain<sup>d</sup> sells conveys and mortgages unto Avery Investment Company of Tulsa Oklahoma, mortgagee, the following described real estate, situated in Tulsa County, Oklahoma, to-wit

The south west quarter of the north west quarter of section Twenty Five (25) and the south east quarter of the south east quarter less four and nine one-hundredths ( 4.09) acres reserved for the K O.C. & S R R Right of way in Section Thirteen (13) all in Township Twenty One (21) North, Range Thirteen (13) East of the Indian Base and Meridian, containing seventy-five and Ninety-one one hundredths (75.91) acres, more or less according to the United States Government survey thereof.

The mortgagor represents that he has fee simple title to said land free and clear from all lines and incumbrances, and hereby warrants the title against all persons, waiving hereby all rights of homestead exemption, appraisalment, stay and redemption.

PROVIDED <sup>That</sup> whereas said mortgagor George W Roberts, a single person, is justly indebted unto said mortgagee in the principal sum of Three Hundred and No/100 Dollars for a loan thereof made by said mortgagee to said mortgagor and payable according to the tenor of on e certain principal note executed by said mortgagor<sup>s</sup> bearing even date herewith, payable to the order of said mortgagee on the first day of August 1913 with interest from date until default or maturity, at the rate of seven per cent, per annum, and after default of maturity, at the rate of ten per cent, per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by ten coupons attached to said principal note, and of even date herewith, and payable to the order of said mortgagee, both principal and interest being payable at American National Bank Hartford <sup>Conn.</sup> ~~Conn.~~, If said mortgagor shall pay the aforesaid indebtedness, both Principal and interest according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said Mortgagor agrees to pay all ~~the~~ taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the <sup>note</sup> ~~note~~ secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage, ~~xxxxxxx~~ ~~xxxxxxx~~ and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagor shall fail to pay any such taxes, assessments or charges then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges and said mortgagor agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent, per annum from date of such advancement, and this mortgage shall be further lien for the payment thereof.

The mortgagor agrees to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or