

## REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this, 17th day of October, A. D., 1908 by and between W. M. Nance and Alice M. Nance, husband and wife of the County of Tulsa, and State of Oklahoma, parties of the first part, and Murrell & Spickall, a co-partnership composed of William D. Murrell and William R. Spickall of Kansas City, Missouri,

PARTIES of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twelve hundred and no/100 Dollars to them in hand paid, by the said parties 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 parties of the second part and to their heirs 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 northeast quarter (NE 1/4) of Section Thirteen (13) of Township Sixteen (16) north and of Range Thirteen (13) east of the Indian Base and Meridian, containing 160 acres of land, more or less, according to the Government survey thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular to tenements, hereditaments, and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good 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 said parties of the second part, their heirs 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 first parties are justly indebted unto the said second parties in the principal sum of Twelve hundred and no/100 Dollars, being for a loan made by the ~~said first parties~~ <sup>paid second parties to the said</sup> first parties, and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties, bearing date October 17th 1908 and payable to the order of said second parties on the first day of November at 1913 at Commercial National Bank of Kansas City, Kansas, with interest thereon from date until maturity at the rate of 6 1/2 per cent per annum, payable annually, which interest is evidenced by five coupon interest notes of even date herewith, and executed by the said first parties, one, (the first) for Eighty one 25/100 Dollars, due on the 1st day of November 1909 and four notes for seventy eight and no/100 Dollars each due on the first day of November 1910, 1911, 1912, and 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 at the order of said second parties at Commercial National Bank, Kansas City, Kansas with exchange on New York.

SECOND: The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD: It is further expressly agreed by and between the parties hereunto that