

## COMPARED

## M O R T G A G E.

For the consideration of Five Hundred and Seventy Five Dollars J. L. Donahoe and his wife of Logan county, State of Oklahoma, first party hereby mortgage and convey to E. L. and J. G. Donahoe of Ponca City, Okla, second party, the following real estate situated on Tulsa County, State of Oklahoma described as follows, to-wit: The Northeast Quarter of the North West Quarter of Section Seventeen in Township Twenty North of Range Fourteen, East of I. M. together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in any wise belonging thereto; and the said first party hereby warrants the title thereto against all persons, whomsoever.

This mortgage is given as security for the performance of the covenants herein and the payment to said second party, successors or assigns the principal sum of Five Hundred and Seventy Five Dollars on the 19th day of September, 1909 with interest thereon at the rate of 8 per cent per annum until maturity, and at ten per cent per annum after maturity, said interest to be paid semi-annually, principal and interest payable at the office of Ponca City Milling Co, Ponca City, Okla according to the conditions of the one promissory note of the said mortgage for said amount, made and delivered unto said second party, being of even date herewith, and as above stated.

The said first party shall not commit or suffer to waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes before delinquent and also all taxes assessed against the said second party or his assigns on the note or debt secured hereby before the same becomes delinquent; also all liens, claims, adverse titles, and encumbrances on said premises; and if any one of said taxes assessments, liens or claims be not paid by the first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 10 per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest; shall keep the buildings thereon insured to the satisfaction of said second party for at least none dollars, delivering all policies and renewal receipts to said second party; and upon the satisfaction of this mortgage, will accept from the mortgagee a duly executed release of same, have it recorded, and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectable if said second party or assigns so elect and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured, or any part thereof, or to foreclose this mortgage. And if suit is commenced to foreclose this mortgage, the second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and the period of redemption from sale thereunder, according to the mortgagor

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.  
 Signed and acknowledged before me *E. L. Donahoe* *J. G. Donahoe*  
 Notary of Oklahoma  
 April 14th 1911