

## COMPARED

## -:M O R T G A G E:-

This indenture, made this 28th day of September in the year One Thousand nine hundred and eight between Lizzie Gilcrease and William L. Gilcrease, her husband of Wealaka, Oklahoma parties of the first part, and William L. Gilcrease, Guardian of Lena Gilcrease, a minor of Wealaka, Okla., party of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Twelve Hundred (1200) Dollars to them in hand paid by the said party of the second part, the receipt <sup>and</sup> ~~of which~~ is hereby confessed and acknowledged have granted, bargained, sold, remised, released and confirmed and by these presents do grant, bargain, sell release and confirm unto the said party of the second part, his successors and assigns, forever, all of the following described real estate, situate ~~and~~ lying and being in the County of Tulsa and State of Oklahoma to-wit:

The Southwest Quarter of the Southeast Quarter of Section Thirty-four (34), Township Seventeen (17) Range Twelve (12) <sup>East</sup> ~~East~~ together with all the hereditaments and appurtenances thereunto belonging <sup>or</sup> ~~in~~ in anywise appertaining.

To have and to hold the above bargained premises unto the said party of the second part his successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part his successors and assigns forever; and the said parties of the first part do covenant with the said party of the second part, his successors and assigns that at the time of the delivery of these presents they were well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever, and that they will, and their heirs, executors and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever:

Provided always, that these presents are upon the express condition that the said parties of the first part shall ~~do~~ well and truly pay or cause to be paid to the said party of the second part, his successors or assigns the sum of Twelve Hundred (1200) Dollars with interest according to a certain promissory note bearing even date herewith, executed by Lizzie Gilcrease and William L. Gilcrease, her husband to said party of the second part, his successors and assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments of whatever nature as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described including the taxes upon the mortgage interest of said party of the second part in and to said premises, by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the premises above described in some good and responsible fire insurance company, to be approved by the party of the second part against loss and damage by fire in the sum of at least Twelve Hundred (1200) Dollars for the benefit of the party of the second part, his successors and assigns and assign and deliver the policy and certificates thereof to the party of the second part his successors, and assigns; and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

AND IT IS HEREBY EXPRESSLY AGREED, That should any default be made in