

MORTGAGE.

THIS INDENTURE, Made this 24th, day of October, in the year of our Lord One Thousand Nine Hundred and Eight (1908), between William T. Pemberton and Naoma Pemberton, his wife (being of lawful age), of the County of McIntosh, and State of Oklahoma, of the first part, and The Eufala National Bank, of Eufala, Okla., of the second part,

WITNESSETH: That the parties of the first part, in consideration of the sum of Two Hundred Ninety-one and 50/100 Dollars, to them in hand paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and convey to the said party of the second part, its successors and assigns forever all of a tract or parcel of land situated in the County of Tulsa, and State of Oklahoma, described as follows, to wit:

The Northeast quarter of the Northeast quarter - f Section Seventeen, Township T - Sixteen and Range 13 East, with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the property above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have a good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons whomsoever

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two Hundred Ninety One and 50/100 Dollars, and interest thereon, according to the terms of one certain mortgage note this day executed by the said parties of the first part to wit:

Note No. for \$291.50 Dollars, Due Nov. 24, 1908.

dated October 24, 1908 payable to the said The Eufala National Bank, or order, at the Eufala National Bank, Eufala, Oklahoma, with exchange on New York., with interest on said note after maturity at the rate of ten per cent per annum until paid. The said parties of the first part further covenant and agree as follows, to wit:

1st. That they will pay all taxes and assessments upon said mortgaged premises before the same become delinquent.

2nd. That he will until this mortgage is satisfied keep the buildings on said premises insured in at least the sum of \$ in some responsible Insurance Company approved by the mortgagee or assigns, with loss if any payable to the mortgagee or assigns, as their interest may appear.

3rd. That the buildings and improvements upon the premises shall be kept in good repair and that waste shall not be committed upon said premises.

4th. That if said parties of the first part shall fail to pay said taxes and assessments, or shall fail to procure and keep up said insurance as herein agreed, then the said mortgagee or assigns may pay said taxes and assessments, and effect such insurance, advancing the money therefor and the money so advanced for the payment of such taxes and insurance shall be added to the mortgage debt, and the repayment thereof with the interest at the rate of ten per cent per annum shall be secured by this mortgage in like manner and with like effect as for the payment of said note and coupons.

NOW If such payments be made as herein specified then this mortgage shall be void and shall be released by the party of the second part, the said parties of the first part hereby agreeing to record said release and pay for the recording of the same. But if the parties of the first part shall fail to pay any moneys as they become due and payable by the terms of said Note, and coupons as stipulated to be paid therein, or if default be made in the payment of the taxes or assessments, or if default be made in the said insurance agreement as provided herein