

## REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this THIRTY FIRST DAY OF OCTOBER A. D. 1908, by and between Joseph F. Pautler and Mary B. Pautler (his wife ) of the County of Tulsa, and State of Oklahoma parties of the first part and Wm. Sharpe, party of the second part,

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Fifteen Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and by the se presents does grant, bargain, sell, convey and confirm unto the said party of the second part, <sup>and to</sup> his heirs and assigns forever, all of the following described tracts, or parcels of land, lying and situate in the County of Tulsa, <sup>and</sup> ~~in~~ state of Oklahoma, to wit:

All of the Southeast quarter (SE $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) of Section Twenty <sup>four</sup> (24), Township Seventeen (17) North of Range Thirteen (13) East of the Indian Base and Meridian; also all of the East Half (E $\frac{1}{2}$ ) of the North West Quarter (NW $\frac{1}{4}$ ) of Section Twenty Two (22) Township Seventeen (17) North, Range Thirteen (13) East of Indian Base and Meridian situated in Tulsa County Oklahoma, One hundred and twenty acres more or less, according to Government survey.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they lawful owners of the premises above granted and seized of a good and 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 the said party of the second part, his heirs and assigns forever, against 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 justly indebted unto the second party in the principal sum of Fifteen Hundred Dollars, being for a loan made by the said <sup>second</sup> party to the said first <sup>parties</sup> party, and payable according to the tenor and effect of one certain negotiable promissory note, executed and delivered by the said first parties, ~~bearing date~~ <sup>dated</sup> October Thirtyfirst and payable to the order of <sup>second</sup> party on the first day of November Nineteen hundred and thirteen (1913) at Clay center Kansas, with interest thereon from date until maturity at the rate of Six per cent per annum, payable annually, which interest is evidenced by five coupon interest notes of even date herewith, and executed by said <sup>the</sup> first parties one (the first ) for Ninety Dollars, Due on the First day of November (1909 ) and four notes, for Ninety Dollars, each due on the First day of November (Nineteen Hundred and Ten (1910) Nineteen Hundred and Eleven (1911) Nineteen Hundred and twelve (1912) and Nineteen Hundred and Thirteen (1913) respectively Each 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 the said second party, at Clay Center Kansas, with exchange on New York.

SECOND: The said parties of the <sup>first</sup> 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 <sup>hereto</sup> ~~hereto~~ that if any default be made in the payment of any of <sup>part of either</sup> the said principal or interest notes <sup>jk</sup> when the same become due,, or in case of the default in the payment of any installment of taxes or assessments