

COMPARED
REAL ESTATE MORTGAGE.

THIS INDENTURE, made this 26th, day of October, in the year of our lord One thousand Nine Hundred and Eight, by and between Charles F. Wright and Sarah A Wright, his wife of the County of Tulsa, and State of Oklahoma, party of the first part, and I. *Luella F.* Stewart, party of the second part, WITNESSETH:

That the said parties of the first part for and in consideration of the sum of Four Hundred Dollars to them in hand paid, by the said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, and sold and by these presents, does grant, do bargain, sell convey and confirm unto the said party of the second part, and to her ^{successors} 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 South West Quarter (SW¹/₄) of the South West Quarter (SW ~~1~~/₄) of Section Eleven (11) in Township Nineteen (19) North, Range Fourteen (14) East of the Indian Meridian, containing 40 acres.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all the right of homestead exemption unto the said party of the second part, and to her ^{first} heirs and assigns forever. And the said party of the ^{first} second part do hereby covenant and agree that at the delivery hereof they are the 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 her heirs and assigns forever, against the claims of all persons who may hereafter.

This mortgage is given as security for the performance of the covenants herein, and the payment to the said Luella F. Stewart, her heirs, successors and assigns at the office of Luella F. Stewart, at Wellington, Kansas, the principal sum of Four Hundred Dollars, on the first day of November 1913, according to the terms and conditions of the one ~~certain~~ promissory note made and executed by Charles F. Wright and Sarah A. Wright, his wife, parties of the first part bearing even date herewith, with interest thereon from date at the rate of 6 per cent per annum, payable annually, but with interest after maturity at the rate of ten per cent, per annum, which interest is evidenced by five coupon interest notes thereto attached.

SECOND: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan by the State of Oklahoma, if any there be, or by the County or Town wherein said land is situated when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of -----Dollars/ and to assign the policies to the said party of the second part, as their interest may appear and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

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

FOURTH: It is further expressly agreed by and between the parties ^{hereto} ~~herto~~ that if any default be made in the payment of any part of either ^{principal} ~~principal~~ or interest notes, when the same