

COMPARED

REAL ESTATE MORTGAGE.

THIS MORTGAGE, Made this 14th, day of November, A. D., 1908, by and between Louise Berry, a single woman, of Tulsa County, State of Oklahoma, of the first part, and Murrell & Spicknall, a Co-Partnership Comp. of Wm. D. Murrell & Wm. R. Spicknall, of Jackson County, in the State of Kansas, of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of Fifteen Hundred (\$1500.00) Dollars cash in hand paid by the said party of the second part, to the said party of the first part, the receipt of which is hereby acknowledged, the said party of the first part has granted, bargained, sold and conveyed, and do hereby grant, bargain sell and convey unto the said party of the second part, their heirs, legal representatives and successors and assigns, the following described real estate and premises situated in Tulsa County, and State of Oklahoma, to wit:

The South One-half of the Southwest Quarter of Section Eleven (11), Township Nineteen (19) North, Range Eleven (11) East of the Indian Base and Meridian, containing 80 acres, more or less, according to Government survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part their heirs, legal representatives, successors and assigns, forever, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and all right of homestead exemption.

And the said party of the first part for herself and her heirs, successors, executors, administrators and assigns, covenant with the said party of the second party of the second part that at the date and delivery hereof she is lawfully seized and possessed of an absolute and indefeasible estate of inheritance in fee simple in and to said real estate and premises; that the same is free and clear of all incumbrances whatsoever, and that she has a good right to sell and convey the same to the said party of the second part, and that she will and her heirs, executors, administrators and successors shall forever warrant and defend the title to and possession of said real estate unto the said party of the second part their heirs, legal representatives, successors and assigns, against all lawful claims and demands whatsoever.

And the said Louise Berry is single. The foregoing conveyance is on condition that:

WHEREAS the said party of the first part is justly indebted to the said party of the second part in the sum of Fifteen Hundred Dollars, for actual money loaned to said first party by second party as is evidenced by one certain promissory note, executed by first party to second party, of even date herewith for Fifteen Hundred Dollars, due November 1st, 1913, drawing interest at the rate of 6 $\frac{1}{2}$ per centum per annum from date, until due, and eight per centum interest after due; said interest payable semi-annually and evidenced until maturity of said principal note by 10 interest coupon notes attached thereto, and forming a part thereof, said interest coupons being in amounts and payable as follows:

\$44.68 due May 1st, 1909- Then an interest payment of \$48.75 each six months until maturity, ^{said} interest coupons bear eight per centum per annum, payable semi-annually after ^{due} ~~date~~

Now if the said party of the first part shall pay or cause to be paid, said principal and interest notes, according to the tenor and effect thereof, and at the time and place therein provided, and do and perform all and every other covenant and agreement in this mortgage provided, then this instrument shall be null and void (and shall be released at the expense of the first party), otherwise to remain in full force and effect.

IT IS FURTHER AGREED by the first party hereto that during the continuance in force of this instrument, or any part thereof, she shall pay all taxes and assessments levied, against said premises, when due, and she will neither commit or permit any waste upon said premises, or the removal of any buildings or other improvements therefrom.