

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 16th, day of November, A. D., 1908, by and between T. O. Cremin of Tulsa, Oklahoma, party of the first part, and Charles Page, of Tulsa, Oklahoma, party of the second part:

WITNESSETH: That the said party of the first part for and in consideration of the sum of Twenty Five Hundred Dollars, to him in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece or parcel of land situated in Tulsa County, State of Oklahoma, to wit:

Southwest Quarter (SW¹/₄) of Section Five (5), Township Nineteen (19) North, Range Fourteen (14) East, containing One Hundred Sixty (160) acres, more or less according to the United States survey thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise 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 party of the first part does hereby covenants and agree that at the delivery hereof he is the lawful owner of ~~said~~ ^{the} premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same forever, against the lawful claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to Charles Page, the party of the second part, the principal sum of Twenty Five Hundred Dollars, due to said second party for an actual loan of the said amount, on the 16th, day of November, 1908, according to the terms and conditions of the one promissory note, made and executed by T. O. Cremin, party of the first part, bearing even date herewith, with interest thereon from date at the rate of 6 per cent per annum, payable semi-annually, but with interest after maturity at the rate of ten per cent. per annum, which interest is evidenced by four coupon interest notes hereto attached.

SECOND: Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatsoever character on said lands, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said note and mortgage on account of said loan by the United States Government, or by the State Government, if any there be, or by the County or Town wherein said land is situated, when the same shall become due, and to keep the building upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum ofdollars, 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 party of the first part agrees to keep all buildings, fences and other improvements on the said land in as good repair as they now are.

FOURTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

FIFTH: It is further expressly agreed by and between the parties hereto, that if any de-