

herein contained shall run with the land herein conveyed.

This mortgage and notes secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

B. E. Capps,  
Hazel F. Capps.

State of Oklahoma }  
County of Tulsa } SS Before me, the undersigned, A. B. Foster, a Notary Public, in and for said County and State, on this 23rd day of October, A.D. 1922, personally appeared B. E. Capps and Hazel F. Capps, his wife, to me known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires Mar. 1, 1923.

(SEAL) A. B. Foster, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 8, 1922, at 1:15 P.M. and duly recorded in book 431, page 85, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

213255 - BH COMPARED

OKLAHOMA MORTGAGE.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 360 and issued  
Receipt No. 2265 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 2 day of Nov 1922  
WAYNE L. DICKEY, County Treasurer

This indenture, made this 23rd day of October, in the year of our Lord, One thousand nine hundred and twenty two, between B. E. Capps and Hazel F. Capps, his wife, of Tulsa, County, Oklahoma, of the first part, and the Oklahoma Farm Mortgage Company, a corporation of Oklahoma City, Okla., of the second part.

WITNESSETH: That the said parties of the first part have mortgaged and to mortgage to party of the second part, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Southwest quarter of section twelve (12) township seventeen  
(17) north range twelve (12) east,

of the Indian Meridian, containing 160 acres, more or less, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the sum of Thirty Six Hundred dollars, with interest thereon at the rate of six per cent per annum, from Nov. 1, 1922, payable annually, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, with coupons for such interest attached thereto, and payable to the order of the mortgagee herein, on date therein specified (or in partial payments prior to maturity in accordance with the stipulations therein) signed by first parties.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises, that the parties of the first part will pay said principal and interest at the time when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises, that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than Five Hundred and no/100 dollars, in form and companies satisfactory to said second party, and that all policies shall be delivered

to said second party. If the title to said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the