

~~COMPARED~~

of northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) and northwest quarter of northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of section twenty-nine (29), all in Township twenty-two (22) North, Range thirteen (13) East, in Tulsa county, Oklahoma, containing one hundred ninety (190) acres more or less.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments, and appurtenances thereto unto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part and to its successors and assigns forever. And the parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, and that they will warrant and defend to the same in the quiet and peaceable possession of the party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to the Fort Worth Cattle Loan Company, at its office in the City of Fort Worth, in Tarrant county, Texas, its successors or assigns, the principal sum of ninety-nine thousand nine hundred and eleven dollars and eighty-six cents, according to the terms and conditions of five promissory notes, made and executed as hereinafter set out, bearing even date herewith, drawing interest as hereinafter set out, but with interest after maturity at the rate of ten per cent. per annum; payable to the order of the Fort Worth Cattle Loan Company.

The aforesaid indebtedness is evidenced by the following notes:

1. One note for seventeen thousand five hundred ninety-one dollars and seventy cents dated January 31st, 1923; with interest at seven per cent, per annum from date; due one year after date; executed by Chas. L. Brown and T. B. Saunders.

2. One note for twenty thousand dollars dated January 31st, 1923; due one year after date; with interest at seven per cent. per annum from date; executed by Chas. L. Brown and T. B. Saunders.

3. One note for twenty-five thousand four hundred thirteen dollars and thirty-six cents; dated January 31st, 1923; due one year after date; with interest at six per cent. per annum from date; executed by Chas. L. Brown, T. B. Saunders, and Lee L. Russell.

4. One note for twenty-five thousand four hundred thirteen dollars and thirty-seven cents; dated January 31st, 1923; due one year after date; interest at six per cent. per annum from date; executed by Chas. L. Brown, T. B. Saunders, and Lee L. Russell.

5. One note for eleven thousand four hundred ninety-three dollars and forth-three cents; dated January 31st, 1923; due one year after date; with interest at seven per cent, per annum from date; and executed by Chas. L. Brown.

Now if said parties of the first part shall pay, or cause to be paid, the said notes and the interest thereon, according to the tenor and effect thereof, and shall do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise it shall be and remain in full force and effect.

The parties of the first part to better secure the repayment of the loan of money from the party of the second part, as represented by the notes described herein, together with interest on same at maturity, hereby expressly promise, covenant, and agree as follows:

FIRST: To pay all taxes and assessments of whatsoever character on said land levied by the State of Oklahoma 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 to their full value in some reliable insurance company, approved by the party of the second part, and to assign the policies to the second party, as its interests may appear, and deliver said policies and renewals to said second party, to be held by it, or its assigns, as