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COMPARED

REAL ESTATE MORTGAGE.

Recorded 14598  
Dated the 22 April 1924  
W. A. [illegible] 2B

This indtute, made this first day of April, inthe year of our Lord one thousand nine hundred twenty four, between Jacob L Wiens and Lena Wiens, husband and wife, in the county of Tulsa, and State of Oklahoma, at the first part, and The Conference of the Mennonite Brethern Church of North America, of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of \$500.00 five hundred dollars to grantors, duly paid, the receipt of which is hereby acknowledged, have sold and by these presents grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land, situated in the county of Tulsa and state of Okla., described as follows, to-wit: The south west quarter of the southwest <sup>quarter</sup> of section sixteen (16) township twenty one (21) range fourteen (14), with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said grantors 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 against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of five hundred dollars, according to the terms of one certain promissory note, this day executed by the said grantors, to the said party of the second part) said note being given for the sum of five hundred dollars, dated April 1, 1924, due and payable in five years from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the same premises insured in favor of said mortgagee in the sum of - - - - dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs and insurance, shall, from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if no default be made in any payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the said insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal or said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part and all sums paid by the part of the second part for insurance, shall be due and payable, or not at the option of the party of the second part; and it shall be lawful for the party of the second part, the <sup>ir</sup>executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of the second part, their executors administrators, or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part making such sale, on demand, to the said grantors, heirs or assigns,

In testimony whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.