

17.1 situated in Tulsa County, Oklahoma to-wit;

The South Half ($\frac{1}{2}$), of the Southeast Quarter ($\frac{1}{4}$); of the Northeast Quarter ($\frac{1}{4}$), and the Northwest Quarter ($\frac{1}{4}$), of the Southeast Quarter ($\frac{1}{4}$), of the Northeast Quarter ($\frac{1}{4}$), and the North Half ($\frac{1}{2}$), of the Northeast Quarter ($\frac{1}{4}$), of the Southeast Quarter ($\frac{1}{4}$), and the East Half ($\frac{1}{2}$), of the Southeast Quarter ($\frac{1}{4}$), of the Southwest Quarter ($\frac{1}{4}$) of Section Three (3), Township Twenty-two (22); North, of Range Fourteen (14), East;

of the Indian Meridian. containing in all 70 acres more less, according to Government Survey thereof, with all improvements thereon and appurtenances thereunto belonging and warrants the title to the same. as security for the payment of a debt evidenced by a certain promissory note, executed ^{Concurrently} with this mortgage by J, J, Smith and Ellen Smith, his wife, and payable to the party of the second part, or order and bearing the same date as this mortgage for the sum of Eighteen Hundred and No/100 Dollars the principal sum loaned, payable on date therein specified, or in partial payments prior to maturity in accordance with stipulation therein, with interest from date until paid at the rate therein specified; interest until maturity being evidenced by interest coupons notes of even date, which draw interest at the rate of ten per centum per annum after maturity, payable annually until paid;

The party of the first part hereby Covenants and agrees with the party of the second part as follows;

FIRST; The party of the first part does hereby release, relinquish and waive all rights or claims of homestead exemption and does hereby include such rights or claims in this mortgage

SECOND; To pay all taxes assessments and charges of every character which are now due, or which hereafter may become liens on said real estate, before the same become delinquent, and deliver to the second party receipts for the payment thereof, If not paid, the holder of this mortgage may elect to pay such taxes, liens or assessments and be entitled to interest on the same at the rate of ten per centum per annum and this mortgage shall stand as security for the amount so paid with interest,

THIRD :-To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste and especially no cutting of timber, except for the making and repairing of fences on the place, and such as shall be necessary for firewood on the farm,

FOURTH;- To keep the buildings on said premises insured in some responsible joint stock Company, ^{approved} by the party of the second part, for the insurable value thereof, with the second party's form of mortgage clause attached, making said insurance payable in case of loss at the party of the second part or assigns as its or their interest may appear and deliver the policy and renewal policies to the mortgagee herein, In case of failure to keep said buildings so insured the holder of this mortgage may effect such insurance and the amount so paid shall be collectible with the notes herein, with interest at the rate of ten per centum per annum, and this mortgage shall stand as security therefor;

FIFTH;- That if either principal or interest notes are not paid when they become due, or if there is failure to conform to or comply with any of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable, at the option of the second party, without notice and this mortgage may be foreclosed;

SIXTH;-To waive, and they do hereby waive, all benefits of stay, valuation or appraisal laws of the State of Oklahoma,

SEVENTH; The party of the first part hereby agrees to pay the party of the second part all

THESE COVENANTS, CONDITIONS, AND AGREEMENTS, AND THE FOREGOING, SHALL BE VOID AND INEFFECTUAL, UNLESS THE SAME BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF OKLAHOMA, AND THE COUNTY TREASURER SHALL BE RESPONSIBLE FOR THE RECORDING OF THE SAME.

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF OKLAHOMA, BOOK 10, PAGE 660.

W. W. BARNES, County Treasurer.