

475-

do by these presents mortgage unto said mortgagee, its successors and assigns, all of the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Northwest Quarter (NW $\frac{1}{4}$ ) of Southwest Quarter (SW $\frac{1}{4}$ ) and Lots  
Five (5) and Six (6) of Section Sixteen (16), Township Seventeen (17)  
North, Range Fourteen (14) East,

of the Indian Base and Meridian, containing 95.55 acres, more or less, according to the United States Survey thereof.

TO HAVE AND TO HOLD the same, together with all and singular the improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Provided, however, that this mortgage is given to secure the payment to said mortgagee, its successors and assigns, the aggregate principal sum of ONE HUNDRED SEVENTY-FIVE AND 18/100 Dollars, according to the terms of 1 promissory note of even date herewith, as follows: No. 1, \$175.18 due January 1, 1925 with interest at ten per cent per annum from maturity until paid, payable at the office of said mortgagee EXCHANGE TRUST COMPANY, Tulsa, Oklahoma.

And said mortgagors as a part and parcel of the same transaction, and as further security for the payment of the indebtedness hereinbefore set forth, and as an inducement for the acceptance of this mortgage, hereby covenant and agree that they warrant and will defend the title to said premises, and that they are the owners in fee simple of the same; that the same are free, clear and discharged of all encumbrances, charges, claims, demands, liens, liabilities for liens or any other claim or demand except a real estate mortgage given of even date herewith to said mortgagee in the principal sum of \$3300.00 Dollars, and the parties of the first part, the mortgagors herein, covenant and agree that if they fail in any of the terms and conditions of said prior mortgage, or the note or notes which said mortgage was given to secure, and if said prior mortgage be assigned in trust or otherwise to another than the second party, then any part of principal or interest secured thereby and taken up, held or owned by said second party shall be a further lien upon said land and be secured hereby, and may be included in any judgment or decree entered hereon, and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable semi-annually from date said sums are paid out or expended. Said mortgagors hereby covenant and agree to pay all taxes and assessments of whatsoever character or kind on said land and any and all taxes or assessments that shall hereafter be levied against the same, except the mortgage tax that may be payable upon the filing of this instrument, but including personal taxes before the same shall become delinquent and a lien upon said property, and to keep the buildings upon the premises hereby mortgaged insured in some reliable insurance company, approved by the mortgagee against loss or damage by fire, lightning, tornado and wind-storm, in the sum of TWO THOUSAND AND NO/100 Dollars; and in case such taxes or assessments are not promptly paid when due and payable, or in case such insurance policies as above specified are not kept in force in the amount above fixed, then the mortgagee may satisfy or pay such taxes or special assessments and insurance premiums; all payments so made by the mortgagee shall immediately be due and payable to it, including all costs and expenses in connection therewith and all amounts so expended or paid shall bear interest at the rate of ten per cent per annum from payment until reimbursement is made, and shall be and constitute additional liens upon said property and be secured by this mortgage.

IT IS FURTHER UNDERSTOOD AND AGREED THAT DURING THE TERM OF THIS MORTGAGE suitable and proper repairs will be made from time to time so that all buildings, fences and other improvements on said property shall be kept by the mortgagors in as good state of repair as the same are at this time, ordinary wear and tear excepted, and that no waste shall be committed or permitted, and that the premises shall not be used to any illegal purpose.