

Twelve (12), Township Sixteen (16) North, Range Twelve (12) East, containing Twenty (20) acres more or less.

COMPARED

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, and warrant that they are lawfully seized thereof in fee: that it is free of all incumbrances and will warrant to the same to Mortgagee. ---heirs and assigns against the claims of all persons.

PROVIDED, that, whereas, said Mortgagor have this day executed and delivered one certain promissory note in writing to said Mortgagee described as follows: Date January 14, 1924 due February 14, 1924, in the sum of \$100.00, secured by above described land, and signed Leo Bennett Escoe, Hattie Escoe

If said Mortgagors shall pay said indebtedness, principal and interest, according to the terms and tenor of the same, and keep and perform the covenants and agreements of this mortgage then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect.

Mortgagors agree to pay all taxes and assessments that may be levied against said real estate, or upon any interest or estate therein, including the interest represented by this mortgage lien; and, further, to pay any tax, assessment or charge that may be levied assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness.

The Mortgagors will not commit or permit waste to be committed on said real estate, and agree to keep all buildings and other improvements in as good repair and condition as at present time and insured against loss by fire and tornado in an amount and companies satisfactory to and for the benefit of Mortgagee, and in default thereof it shall be lawful for Mortgagee to insure said premises.

The Mortgagee may, at his option, but without any obligation on his part to do so pay any taxes, assessments or insurance premiums which Mortgagors have failed to pay, which sums Mortgagors agree to repay on demand with interest at the rate of ten (10) per cent. per annum from the date of advancement and the lien of this mortgage shall extend thereto.

Failure by Mortgagors to comply with any or all of the conditions herein shall cause the whole debt secured to mature at the option of the holder thereof without notice to Mortgagors and all rents, royalties and profits of said real estate shall then immediately accrue to the benefit of said Mortgagee and may at her option be collected by her and applied on this mortgage indebtedness; and this mortgage may be foreclosed for the full amount, together with cost, taxes, insurance, cost of procuring or completing an abstract of title, and a reasonable attorney's fee to be taxed as costs.

The said Mortgagors for said consideration do hereby expressly waive an appraisalment of said real estate, and the benefit of the homestead exemption and stay laws of the State of Oklahoma.

Witness our hands this 14th day of January 1924,

Leo Bennett Escoe

Hattie Escoe

ACKNOWLEDGMENT

STATE OF OKLAHOMA,)
MUSKOGEE COUNTY,)

ss.

Before me, (the undersigned) a Notary Public in and for said County and State, on this 14th day of January 1924, personally appeared Leo Bennett Escoe and Hattie Escoe, his wife, to me known to be the identical persons who executed the within and foregoing real estate mortgage and acknowledged to me that they executed the same as their free and voluntary act and a