

28, 1921, for the removal of restrictions from said land.

C. J. Hunt

Superintendent for the Five Civilized Tribes

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 28, 1924 at 8:00 o'clock A. M. in Book 486, page 400

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

252173 C. J.

OKLAHOMA FIRST REAL ESTATE MORTGAGE COMPARED

IN CONSIDERATION OF Fifteen Thousand DOLLARS, Jesse A. Tolerton and Pearl S. Tolerton his wife of Greene County, State of Missouri (who will be described and referred to now and hereafter in this instrument in the plural as mortgagors, whether one or more in number), hereby grant, bargain, sell, convey, and mortgage

unto Bank of Neosho Missouri mortgagees, the following described real estate, situated in Tulsa County, Oklahoma,

The South eleven and one half feet ($11\frac{1}{2}$) of Lot Nine (9) and the North Thirteen and one half feet ($13\frac{1}{2}$) of Lot Eight (8) in Block Eighty Eight (88) original Town of Tulsa County of Tulsa State of Oklahoma

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors are justly indebted unto said mortgagees in the principal sum of Fifteen Thousand and No/100 Dollars, for a loan thereof made by said mortgagees to said mortgagors and payable according to the tenor of One certain principal note executed by said mortgagors, bearing date February 21st, 1924 payable to the order of said mortgagees, Bank of Neosho Mo. on the 21 day of February 1925, with interest from date until default or maturity, at the rate of Seven per cent per annum, and after default or maturity, at the rate of ten per cent per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by coupons attached to said principal notes, and of even date therewith, and payable to the order of said mortgagees, both principal and interest being payable at The Southern Missouri Trust Company Springfield, Missouri if said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; 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 the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of the mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement, and this mortgage shall be a further lien for the payment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good a condition as they now are; to neither commit nor suffer waste; to maintain continuously