

264811 C.J.

MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$400.00 and issued this mortgage in payment of the same.

Witness my hand and seal this 8th day of Aug. 1929.
S. B.

KNOW ALL MEN BY THESE PRESENTS, that Joseph Sampson and Rebecca Sampson, husband and wife, of Checotah, Oklahoma, parties of the first part, for and in consideration of the sum of Four Hundred (400.00) DOLLARS the receipt of which is hereby acknowledged, have mortgaged and hereby

499 mortgaged unto The Root Land Company a corporation, of Lyons, Iowa, party of the second part, its successors or assigns, the following property, situated in Tulsa County, Oklahoma, to-wit: The Southwest quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-two (32), in Township Seventeen (17) North, Range Thirteen (13) East of the Indian Base and Meridian, containing forty (40) acres, more or less, according to United States survey together with all the improvements thereon and the appurtenances thereunto belonging or in any wise appertaining.

And the parties of the first part hereby covenant that at the delivery of this mortgage they are the lawful owners of the said property, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatever; and that they will warrant and defend the title to and possession of the same unto the said The Root Land Company, a corporation, of Lyons, Iowa, its successors or assigns, forever, against the lawful claims and demands of all persons whomever. All rights of homestead exemption are hereby expressly waived.

This mortgage is given to secure the payment of the said sum of (\$400.00) Four Hundred DOLLARS, owing by the parties of the first part to the said party of the second part, as evidenced by a certain promissory note, signed by the first parties, of even date herewith, due July 21st, 1929, and bearing interest at six per cent. from date until maturity, payable annually, and at ten per cent. after maturity; said interest evidenced by five interest coupon notes, of even date herewith, as follows: One for Twenty-four DOLLARS due July 21st, 1925, and four for Twenty-four DOLLARS each, due on the 21st. day of July of each year, and bearing ten per cent. interest after maturity. Said notes and coupons, and this mortgage, are given for an actual loan of money to the parties of the first part by the party of the second part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; that the parties of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due; and will neither commit nor permit any waste upon the premises, nor the removal of any buildings or other improvements therefrom without first obtaining the written consent of the party of the second part, its successors or assigns.

The parties of the first part agree to procure and maintain insurance on the buildings located on the said premises, in such companies as the second party shall select, in the sum of not less than \$-----, with premiums fully paid, and the policy or policies of such insurance shall be assigned to the second party, its successors or assigns, as collateral and additional security for the indebtedness hereby secured.

In case of failure or default in the payment of any taxes or assessments levied against the premises, or if the insurance on the buildings be not procured and maintained as above stipulated; or if the first parties do ---- or suffer to be done, anything whereby this security is impaired, then, upon the happening of any such contingency, the said second party, its successors or assigns, may pay such taxes and assessments, and any other sums necessary to preserve such security, and may provide the necessary insurance, and all such sums so expended shall become at once due and shall bear interest at the rate of ten per cent; and for