

part, and to his heirs and assigns, forever, all of the following described tracts, pieces, or parcels of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The North half of the Northeast quarter of Northeast quarter and the East half of Northwest quarter of Northeast quarter, and Northeast quarter of Southwest quarter of Northeast quarter, and Northwest quarter of Southeast quarter of Northwest quarter, and Northwest quarter of Southwest quarter of Northwest quarter of Section Twenty-nine (29), Township Twenty-one (21) North,

Range Fourteen (14) East, containing 70 acres, more or less, according to the government survey thereof.

Subject to a prior Mortgage of \$1000 to L. W. Clapp recorded in Book 321 page 555.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same, in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever, against claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

FIRST. Said first parties are justly indebted unto the second party in the principal sum of Two Hundred Fifty and No/100 Dollars, being for a loan made by the said second party to the said parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties, bearing date of April 18th, 1925 and payable to the order of said second party on the 18th day of April, 1926 at the office of E. A. Lilly, Tulsa, Oklahoma with interest thereon from date until maturity, at the rate of 10 per cent per annum payable semi-annually, which interest is evidenced by two coupon interest notes of even date herewith, and executed by the said first parties one, (the first) for Twelve & 50/100 Dollars, due on the 18th day of October, 1925 and one note for Twelve & 50/100 Dollars each due on the 18th day of April, 1926 respectively. Each of said principal and interest notes bear interest after maturity at the rate of 10 per cent per annum, and are made payable at the order of said second party at the office of E. A. Lilly, Tulsa, Oklahoma, with exchange on New York.

SECOND. The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD. It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or the premium for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or his assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

FOURTH. Said parties of the first part hereby agree in the event action is brought

COMPARED BY  
E. A. Lilly  
and  
J. C. [unclear]