

## COMPARED

## REAL ESTATE MORTGAGE.

THIS MORTGAGE, Made this 12th, day of January in the year 1909, by Lewis H. Rogers and Julia B. Rogers, his wife, of Tulsa County, Oklahoma, mortgagors, party of the first part, and The Union Central Life Insurance Company, a corporation of Cincinnati, Ohio, <sup>mortgagee</sup> party of the second part:

WITNESSETH: That the mortgagors mortgage to the mortgagee the following described real estate situated in Tulsa County, Oklahoma, to wit:

The South East Quarter ( $\frac{1}{4}$ ) of the South East Quarter ( $\frac{1}{4}$ ) of Section Seventeen (17), Township Twenty One (21) North, <sup>6</sup> Range Fourteen (14) East of the Indian Meridian, containing in all 40 acres more or less, according to the Government Survey thereof, with all improvements thereon and appurtenances thereunto belonging and warrant the title to the same, as security for the payment <sup>of</sup> of a debt evidenced by certain promissory notes, executed concurrently with this mortgage by Lewis H. & Julia B. Rogers, parties of the first part, and payable to the party of the second part, or order, and bearing the same date as this mortgage, and described further as follows:

One Certain Promissory Note for the Sum of Five Hundred Dollars, (for the principal sum loaned) payable on date therein specified, (or in partial payments prior to maturity in accordance with the stipulation therein) with interest from date <sup>until paid</sup> at the rate therein specified interest until maturity being evidenced by interest coupon notes of even date, which draw ten per cent. per annum after maturity, payable annually until paid.

The parties of the first part hereby covenant and agree with the party of the second part as follows:

First:- The parties of the firstpart do hereby release, relinquish and waive all rights or claims of homestead exemption and do hereby include such rights or claim in this mortgage.

Second:-To pay all taxes, assessments and charges of every character which are now due, or which may hereafter become liens on said real estate; to pay all taxes assessed against the said second party on the note or debt secured hereby before the same become delinquent and deliver to the second party receipts for the payment thereof. If not paid the holder of this mortgage may elect to pay such taxes, liens or assessments and be entitled to interest on the same at the rate of ten per centum per annum and this mortgage shall stand as security for the amount so paid with interest.

Third:- To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for the making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

Fourth:-To keep the buildings on said premises insured in some responsible joint-stock company, approved by the party of the second part, for the insurable value thereof, with the second partys form of assignment attached, making said insurance payable in case of loss to the party of the secondpart, as its interest may appear and deliver the policy and renewal receipts therefor to the mortgagee herein. In case of failure to keep said buildings so insured, the holder of this mortgage may effect such insurance and the amount so paid shall be collectible with the notes herein, with interest at ten per centum per annum, and this mortgage shall stand as security therefor.

Fifth:- They further agree that if any of said notes shall not be paid or there is failure to pay any notes given as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due, or to conform to or comply with any