

COMPARED  
REAL ESTATE MORTGAGE.

THIS INDENTURE, made this Third day of March, in the year of our Lord One Thousand nine Hundred and Nine, by and between Samuel Owen and Mary Owen, husband and wife of the County of Tulsa and State of Oklahoma, parties of the first part, and The Travelers Insurance Company, a corporation organized under the laws of the State of Connecticut, having its principal office in the City of Hartford, Connecticut, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Twenty Two Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa, and State of Oklahoma, to-wit:

The South Half of the Northwest Quarter (S/2/NW/4) and the North half of the Southwest Quarter (N/2/SW/4) of Section two (2), Township Seventeen (17) North, Range Thirteen (13) East of the Indian Meridian.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and 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, its successors and assigns forever, against the lawful claims of all persons whomsoever.

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

FIRST: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of twenty Two Hundred Dollars being for a loan made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of their one certain <sup>negotiable</sup> promissory note, executed and delivered by the said parties of the first part, bearing date March 3rd, 1909, and payable to the order of said The Travellers Insurance Company, of Hartford, Connecticut, on the first day of December, 1914 at the office of said Company, in Hartford Connecticut, with interest thereon from date until maturity at the rate of six per cent per annum, payable annually, which interest is evidenced by six coupon interest notes of even date herewith, and executed by the said parties of the first part, one (the first) for Ninety Eight and 27/100 Dollars, due on the first day of December, 1909, and five notes for One Hundred Thirty Two Dollars each, due on the first day of December, 1910, 1911, 1912, 1913, 1914, respectively. Each of said principal and interest notes bear interest ~~after maturity~~ at the rate of ten per cent per annum, and are made payable to the order of said The Travelers Insurance Company, at its office in Hartford, Connecticut.

SECOND: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said land or upon the legal holder of said notes and mortgage/ on account of said loan, by the State of Oklahoma, or by the County or <sup>town</sup> wherein said land is situated, when the same shall become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part for the sum of -----