

Tulsa 8-31-62

COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 15th, day of March, in the year of our Lord One Thousand Nine Hundred and Nine, by and between Eliza Baker and Thomas W. Baker, her husband, of the County of Tulsa, and State of Oklahoma, parties of the first part, and Luella F. Stewart, of Wellington Kansas, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Five 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 said party of the second part, and to her 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 East One Half (E. $\frac{1}{2}$) of the East One Half (E. $\frac{1}{2}$) of the North West Quarter (NW. $\frac{1}{4}$) and the West One Half (W. $\frac{1}{2}$) of the West One Half (W. $\frac{1}{2}$) of the North East Quarter (NE. $\frac{1}{4}$) of Section Fourteen (14) in Township Twenty One (21) North, Range Thirteen (13) East of the Indian Base and Meridian, containing 80 acres.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all right of homestead exemption unto the said party of the second part, and to her heirs and assigns forever. And 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, her heirs and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to the said Luella F. Stewart, her heirs, successors and assigns at the office of Luella F. Stewart, at Wellington, Kansas, the principal sum of Five Hundred Dollars/ on the first day of November, 1914, according to the terms and conditions of the one promissory note made and executed by Eliza Baker and Thomas W. Baker, her husband, parties of the first part, bearing even date herewith, with interest thereon from date at the rate of 6 per cent per annum payable annually, but with interest after maturity at the rate of ten per cent per annum, which interest is evidenced by six coupon interest notes thereto attached.

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 loan or upon the legal holder of said notes and mortgage on account of said loan by the State of Oklahoma, if any there be, or by the County or Town wherein said land is situated, when the same 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 no Dollars, and to assign the policies to said party of the second part, as their interest may appear and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD:-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 waste on said premises.

FOURTH:- It is further expressly agreed by and between the parties hereto 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 the default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fire insurance