

## COMPARED

## REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 12th, day of March, in the year of our Lord One Thousand Nine Hundred and Nine, by and between Aaron Tyner, a single man, 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 him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, ~~and by these presents does~~ grant, bargain, sell, convey and confirm unto the said party of the second part, and to her ~~successors~~ heirs 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 North East Quarter (NE.  $\frac{1}{4}$ ) of the South West Quarter (SW.  $\frac{1}{4}$ ) and the North East Quarter (NE.  $\frac{1}{4}$ ) of the South East Quarter (SE.  $\frac{1}{4}$ ) of the South West Quarter (SW.  $\frac{1}{4}$ ) of Section Seventeen (17) in Township Twenty One (21) North, Range Thirteen (13) East of the Indian Base and Meridian, containing 50 acres.

TO HAVE AND TO HOLD THE SAME, withall 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 her heirs and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of ~~said~~ <sup>granted</sup> premises above ~~described~~ and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part her heirs or assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payments 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 Aaron Tyner, a single man, party 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 party of the first part hereby covenants and agrees 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 therebe, 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 party of the first part agrees 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 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