

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 8th, day of August, in the year one thousand nine hundred and eight, between Tennessee White and W. E. White, her husband, of Mounds Oklahoma, parties of the first part, and R. L. Rhodes, Guardian of John P. Rhodes, a minor, of Mounds, Oklahoma, party of the second part:

WITNESSETH: That the said party of the first part for and in consideration of the sum of Fifteen Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby ^{confessed and} acknowledged, have granted, bargained, sold, remised, released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said party of the second part, his successors and assigns, forever, all of the following described real estate, situate, lying and being in the County of Tulsa, and State of Oklahoma, to-wit:

Southwest Quarter of Southwest Quarter of Section Eleven (11), Township Sixteen (16), Range Twelve (12) East. Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining:

TO HAVE AND TO HOLD the above bargained premises unto the said party of the second part, his successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his successors and assigns, forever; and the said parties of the first part do covenant with the said party of the second part, his successors and assigns, that at the time of the delivery of these presents they are well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever, and that they will and their heirs, executors and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever:

PROVIDED ALWAYS, that these presents are upon the express condition that if the said parties of the first part shall and do well and truly pay or cause to be paid to the said party of the second part, his successors or assigns the sum of Fifteen hundred (1500) Dollars, with interest according to a certain promissory note bearing even date herewith, executed by Tennessee White and W. E. White, to said party of the second part, his successors and assigns to which these presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments, of whatever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgaged interest of said party of the second part in and to said premises, by virtue of this mortgage; and shall also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and responsible fire insurance company, to be approved by the party of the second part, against loss and damage by fire, in the sum of at least Fifteen Hundred Dollars, for the benefit of the party of the second part, his successors or assigns; and assign and deliver the policy and certificates thereof to the party of the second part, his successors and assigns; and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

AND IT IS HEREBY EXPRESSLY AGREED, that should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part, his successors and assigns, without prejudice to any rights he might otherwise have by virtue of these presents, to effect such insurance, and the premium or premiums paid therefor shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.