

MORTGAGE.

COMPARED

KNOW ALL MEN, that Emma H. Puryear Nee Emma H. Bertholf and Frank M. Puryear, her husband, of Mounds, in Creek County, Oklahoma, mortgagors, hereinafter called the first part, to secure the payment of the sum of Eleven Hundred Twenty five dollars, in hand paid by L.W. Clapp, mortgagee, second party does hereby mortgage to the said L.W. Clapp, the following described premises situated in the County of Tulsa, Oklahoma to-wit:

West Half $\frac{1}{2}$ of South East Quarter $\frac{1}{4}$ Section Thirty one 31, Township Seventeen (17 North, Range Thirteen E3 east of the Indian Meridian containing in all eighty acres more or less, according to Government survey with all the appurtenances, and warrant the title to the same.

This mortgage is made to secure the payment of the money, and the performance of the agreements hereinafter agreed upon to be paid and performed by first party, to-wit:

First-That first party will pay to said L.W. Clapp, his heirs or assigns at the office of L.W. Clapp, in Wichita, Kansas, Eleven Hundred Twenty five dollars, according to the terms of one promissory note dated November 1909, executed by the said first party, said note being in amount as follows:

One note for Eleven Hundred Twenty-five Dollars bearing interest from the date therein stated at $5\frac{1}{2}$ per cent per annum, payable annually.

$\frac{1}{2}$ Second- That in case of default in payment of said note or any of said interest or of any sum herein agreed to be paid or in default of performance of any agreement herein contained first party will pay to the second party his heirs or assigns interest at the rate of 10 per cent per annum semi-annually on said principal note or notes from the date of such default to the time when the money shall be actually paid.

Third-That first party will pay all the taxes and assessments levied under the laws of Oklahoma upon said real estate, and on the note or debt secured hereby, before the same becomes delinquent also all liens, claims adverse titles and encumbrances on said premises and if any of said taxes assessments, liens or claims be not paid by first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 10 per cent per annum, and this mortgage shall stand as security for the amount so paid with such interest.

Fourth. That first party will keep all buildings, fences and other improvements on said real estate in good repair and will permit no waste on said premises.

Fifth-That first party will at his own expense until the indebtedness herein recited is fully paid, keep the buildings erected on said lands, insured against fire in the sum of -----Dollars, in some responsible insurance Company approved by second party, payable to the mortgagee or assigns, the mortgagee agreeing in case of fire to devote the whole proceeds of such insurance to rebuilding buildings on said land, the said mortgagee, his heirs or assigns, holding the said proceeds in trust until the buildings are rebuilt and paid for, or if first party prefers, said proceeds may be credited by second party on the principal sum as of date of maturity or next interest payment. In case of failure to insure as