

M O R T G A G E.

THIS INDENTURE, Made this 17th, day of May, in the year of our Lord One Thousand Nine Hundred and Nine, by and between W. A. Furganson, a single man, of Tahlequah, Oklahoma of the County of Sequoyah and State of Oklahoma, party of the first part, and W. F. Moffatt, of Muskogee, Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One Hundred and Fifty and no/100 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 hereby grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece or parcel of land, lying and situate in County of Tulsa, and State of Oklahoma, to-wit:

Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) and Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) Section Sixteen (16), Township Twenty Two (22), Range Thirteen (13), containing Fifty acres.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appurtenances therunto belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof that he is the lawful owner of the premises above granted, 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 said party of the second part, his heirs 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 W. A. Furganson, justly indebted unto the said part-- of the second part in the principal sum of One Hundred and Fifty and no/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said W. A. Furganson, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said W. A. Furganson, bearing date 17th, of May, 1909, payable to the order of the said W. F. Moffatt, Five years after date, at Corn Belt Trust Company, Muskogee, Oklahoma, with interest thereon from date until maturity at seven per cent per annum, payable semi-annually, on the 17th, days of May and November, in each year, and 10 per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said W. F. Moffatt at Corn Belt Trust Company, Muskogee, Oklahoma.

SECOND: Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or