

REAL ESTATE FIRST MORTGAGE- THE MIDLAND SAVINGS & LOAN CO., DENVER, COLO.

THIS INDENTURE, Made and entered into this First (1st) day of July A. D., 1909, by and between E. L. Welch and Myrtle Welch, husband and wife, of the County of Tulsa, and State of Oklahoma, parties of the first part, and THE MIDLAND SAVINGS AND LOAN COMPANY, of Denver, Colorado, a corporation organized under and by virtue of the laws of said State of Colorado, party of the second part.

WITNESSETH: That said parties of the first part, for and in consideration of the debt hereinafter mentioned and of the sum of (1) dollar to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part and to his successors and assigns, forever all the following tract or parcel of land lying and being in the County of Tulsa, and State of Oklahoma, to-wit:

Lot numbered Five (5) in Block Numbered Twenty six (26) in the Owen Addition to the City of Tulsa, according to the amended recorded plat thereof.

TO HAVE AND TO HOLD, the said described premises, with all and singular the use, incomes, rents, profits, hereditaments and appurtenances belonging or appertaining thereunto, and expressly waive all rights of dower, homestead and exemption of the said parties of the first part, their heirs, executors, administrators or assigns therein, unto the said party of the second part, and to its successors and assigns forever.

NEVERTHELESS, this instrument is executed and delivered upon the following conditions to-wit: That if the said parties of the first part, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said second party, its successors or assigns, the principal sum of (\$900) Nine Hundred and no/100 Dollars with interest and premium thereon at the office of the said second party in Denver, Colorado, according to the tenor and conditions of a certain First Mortgage Bond of even date herewith, for the said sum and interest and premium, executed and delivered by the said parties of the first part to the said party of the second part, contemporaneously with this instrument,

And shall pay all taxes and assessments of whatever kind levied and assessed at any time upon said premises, or against the legal holder of said bond on account of this mortgage or the bond secured hereby, when the same shall become due, and pay or cause to be paid as they fall due the monthly installments on all shares of stock deposited with second party as collateral security to said loan, and procure and keep in force, and deliver to said second party such policies of insurance as are satisfactory to it, against loss by fire, tornadoes, cyclones and windstorms, upon the buildings upon said premises, in a sum at least equal to the face value of the said first mortgage bond secured hereby, with proper clauses thereto attached making the loss, if any, payable to second party, and all policies issued upon said buildings while this mortgage is in force thereon shall be approved and delivered to said second party, and have its mortgage clause attached thereto, making the loss, if any, payable to second party, and shall place, keep and maintain the buildings and all other improvements now on said premises or hereafter placed thereon, in good repair at all times, and shall commit or suffer no waste or nuisance thereon, nor allow said premises to go unoccupied, and shall permit said second party, by its officers and agents, to go upon said premises and repair the same whenever they deem it necessary for the protection of the property, and in case said premises are left unoccupied, to take possession of and rent the same and do such acts as may to them seem best for the protection of said property and the interest of second