

M O R T G A G E.

THIS INDENTURE, Made this 10th, day of August, in the year of our Lord, One Thousand Nine Hundred and Nine (1909) between F. M. Elsey, and Mary A. Elsey, his wife, (being of lawful age), of the County of Wagoner, and State of Oklahoma, of the first part and Waddell Investment Company, a corporation, of the second part:

WITNESSETH: That the parties of the first part in consideration of the sum of Twelve Hundred and 00/100 Dollars, to them in handpaid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part, its successors and assigns forever, all the certain tracts or parcels of land situated in the Counties of Tulsa and McIntosh and State of Oklahoma, described as follows, to-wit:

Lot Four (4) of Section Three (3), Township Sixteen (16) North, Range Thirteen (13) East in Tulsa County, Okla., and the North East Quarter of the South West Quarter and the West Half of the North West Quarter of the Southeast Quarter and the West Half of the East Half of the North West Quarter of the Southeast Quarter of Section Thirty Four (34) Township Eleven (11) North, Range Seventeen (17) East of the Indian Base and Meridian, in McIntosh County, Oklahoma, containing in all 122.11 acres more or less, as the case may be according to the United States survey thereof. With all the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, that they have good right to sell and convey the premises; and that they will warrant and defend the same against the lawful claims of all persons.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twelve Hundred and no/100 Dollars, and interest thereon, according to the terms of two certain promissory notes this day executed by the said parties of the first part, to-wit:

Note for \$400.00 due August 1st, 1910, with interest thereon at 8 per cent per annum

Note for \$800.00 due August 1st, 1916, with interest thereon at 5 per cent per annum.

Dated August 10th, 1909, payable to the said Waddell Investment Company, or order, at The Union National Bank of Kansas City, Missouri with exchange on New York, interest on said notes from date, payable semi-annually on the first day of August and February in each year according to certain coupons attached to said notes, with interest on said notes and coupons after maturity at the rate of ten per cent per annum until paid.

The said parties of the first part further covenant and agree as follows, to-wit:

1st. That they will pay all taxes and assessments upon said mortgaged premises before the same become delinquent.

2nd. That they will until this mortgage is satisfied keep the buildings upon said premises insured in at least the sum of \$ none in some responsible insurance company approved by the mortgagee or assigns, with loss, if any, payable to said mortgagee or its assigns, as their interest may appear.

3rd. That the buildings and improvements upon said premises shall be kept in good repair and that waste shall not be committed on said premises.

4th. That if said parties of the first part shall fail to pay said taxes and assessments, or shall fail to procure and keep up said insurance as herein agreed, then said mortgagee or its assigns may pay said taxes and assessments, and effect such insurance, advancing the money therefor and the money so advanced for the payment of such taxes shall be added to the mortgaged debt, and the repayment thereof with interest at the rate