

COMPARED

M O R T G A G E.

KNOW ALL MEN BY THESE PRESENTS:

That C. D. Coggeshall and Grace H. Coggeshall, his wife, of Tulsa County, State of Oklahoma, hereinafter designated the first parties, for and in consideration of the sum of Two Thousand Five Hundred & no/100 Dollars, to them cash in hand paid by M. Louise Mitchell, of Cayuga County, New York, hereinafter designated the second party, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said second party, her heirs and assigns forever, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South half ($\frac{1}{2}$) of the North East Quarter ($\frac{1}{4}$) and the East Half ($\frac{1}{2}$) of the South East Quarter ($\frac{1}{4}$) of Section Thirty Three (33) in Township Seventeen (17) North, of Range Thirteen (13) East of the Indian Base and Meridian. together with all the improvements thereon and all the appurtenances thereunto belonging and the right of homestead therein:

TO HAVE AND TO HOLD THE SAME unto the said party, her heirs and assigns forever. The said first parties hereby covenant and agree to and with the said second party to warrant and defend the title to said premises against all lawful claims whatever.

PROVIDED ALWAYS and this conveyance is upon these express conditions: That if said first parties their heirs, administrators, executors or assigns, shall pay to the said second party the sum of Two Thousand Five Hundred & no/100 Dollars, payable as follows:

Two Thousand Five Hundred Dollars on the 1st day of October 1914, with annual interest thereon at the rate of eight per centum, payable semi-annually, principal and interest payable at the office of E. D. Mitchell, at Tulsa, Oklahoma, with current rate of exchange on New York, in gold or its equivalent; according to the tenor of one certain promissory note of even date and tenor herewith, with interest coupons attached, and shall pay all taxes and assessments on said lands, and upon this mortgage or upon the note secured hereby, during the life of this mortgage and before the same shall become delinquent, until this mortgage is paid or otherwise extinguished, then this instrument shall be void otherwise to remain in full force and effect.

PROVIDED ALSO, That, on default in the payment of any part of said principal or interest, or taxes or other assessments, when and as the same shall become due, then the whole of the money hereby secured shall become due and payable immediately upon such default or failure, at the option of the holder of said note and without further notice.

And the said first parties hereby promise and agree to and with the said second party heirs, administrators, executors and assigns, to pay said principal, interest, taxes and other assessments when and as the same shall become due, and to comply faithfully with all the terms and conditions of this mortgage, and that, in case any such taxes or other assessments shall become delinquent, the said second party may pay said taxes and assessments and may effect such insurance, and add the amounts so paid, with interest thereon, to the indebtedness hereby secured and recover the same as a part thereof; and that, in case of foreclosure of this mortgage, a reasonable sum, to be fixed by the Court, shall be recovered by said second party from said first parties as an attorney's fee and shall be included in the decree foreclosing this mortgage.

Said first parties hereby waive the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands, this ---
1st day of October 1909.

C. D. Coggeshall

Grace H. Coggeshall