

COMPARED

M O R T G A G E.

KNOW ALL MEN, That William G. McGechie and Annie McGechie, husband and wife, of Broken Arrow, Tulsa County, Oklahoma, mortgagors, hereinafter called the first party, to secure the payment of the sum of three thousand and no/100 Dollars, in hand paid by L. W. Clapp, mortgagee, does hereby mortgage to the said L. W. Clapp, the following described premises situated in Tulsa County, Oklahoma, to wit:

The North Half of the North East Quarter and the South West Quarter of the North East Quarter of Section Twenty One (21) and the East Half of the South East Quarter of Section Sixteen, all in Township Eighteen North, Range Fourteen East, of the Indian Meridian, containing in all Two Hundred acres more or less, according to the Government survey with 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 kept and performed by the first party, to-wit:

FIRST: The first party shall pay to the said L. W. Clapp, his heirs or assigns, at the office of the said L. W. Clapp, in Wichita Kansas, Three Thousand and no/100 Dollars according to the terms of one promissory note dated September 30th, 1909, executed by the said first party, said note being in amount as follows:

One for Three Thousand and no/100 Dollars, bearing interest from the date herein stated at 5½ per cent. per annum, payable semi annually.

SECOND: That in case of default in payment of said note or any of said notes, or 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 the said principal note or notes from the date of such default to the time when the money shall actually be paid.

THIRD: That first party will pay all taxes and assessments levied under the laws of Oklahoma upon said real estate, and on the note or debt secured hereby, before the same become 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 as good repair and condition and will permit no waste on said premises.

FIFTH: The party of the first part 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 the 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 of net interest payment. In case of failure to insure as agreed and delivered the policies to the mortgage herein, second party may procure such insurance and collect the cost thereof, together with 10 per cent interest from first party, and this mortgage shall stand as security therefor.

And it is expressly agreed: That if the first party shall fail to pay said sums of