

COMPARED

## M O R T G A G E.

KNOW ALL MEN, That William G. McGeechie and Annie McGeechie, husband and wife, of Broken Arrow, in Tulsa County, Oklahoma, mortgagors, hereinafter called first party, to secure the payment of the sum of Twelve hundred Fifty 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 the County of Tulsa, Oklahoma, to-wit: .

The North half  $\frac{1}{2}$  of the North East Quarter  $\frac{1}{4}$  and the South West Quarter  $\frac{1}{4}$  of the North East Quarter  $\frac{1}{4}$  of Section Twenty One 21, and The East Half ( $\frac{1}{2}$ ) of the South East Quarter  $\frac{1}{4}$  of Section Sixteen 16, all in Township Eighteen 18 North, Range Fourteen 14 East, of the Indian Meridian, containing in all Two Hundred acres, more or less, according to Government survey, with all 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 and performed by the first party, to-wit

FIRST- That first party will pay to said L. W. Clapp, his heirs and assigns, at the office of said L. W. Clapp, in Wichita, Kansas, Twelve Hundred Fifty and no/100 Dollars, according to the terms of two promissory notes, dated September 30th, 1909, executed by the said first party, said note being in amount as follows:

One Note for Six Hundred Twenty Five Dollars, bearing interest from the date therein stated at  $5\frac{1}{2}$  per cent, per annum, payable semi annually.

One Note for Six Hundred Twenty Five Dollars, bearing interest from the date therein stated at  $5\frac{1}{2}$  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 of the agreements 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 be actually 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 the 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 fences, buildings and improvements on said real estate in good repair and will permit no waste on said premises.

FIFTH:-That the first party will at his own expense, until the indebtedness herein recited is fully paid, keep the buildings erected on the said land insured against fire in the sum of \_\_\_\_\_ Dollars in a responsible insurance company, approved by 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 next interest payment. In case of failure to insure as herein agreed and deliver the policies to the mortgagee herein, second party may procure such insurance and collect the costs thereof, together with 10 per cent interest from the first party, and this mortgage shall stand as security therefor.