

COMPARED

## MORTGAGE

KNOW ALL MEN , That J. T. Harbour and F. J. Harbour, husband and wife, of Tulsa county, Oklahoma, mortgagors hereinafter called first part, to secure the payment of the sum of Twenty-five Hundred & No/100 Dollars in hand paid by L.W. Clapp, mortgagee, second party, does hereby mortgage to the said L. W. Clapp the following described premises situated in the County of Tulsa, Oklahoma, to-wit:

Lots numbered three (3) and four (4) and West half of Southeast quarter of Southwest quarter of Section Nineteen (19) and Lots One (1) and Two (2) and Northwest quarter of Northeast quarter of Northwest quarter and South half of Northeast quarter of Northwest quarter and south east quarter of Northwest quarter and Southwest quarter of North east quarter of Section Thirty (30) all in Township Twenty-two (22) north, Range Thirteen (13) east, of the Indian Meridian, containing in all two hundred seventy-two & 71/100 acres, more or less, according to government survey, with all the appurtenances, and warrants the title to the same.

This mortgage is made to secure the payment of the money, and the performance of the agreement, hereinafter agreed upon to be paid and performed by first party , to-wit:

First:- That first party will pay to said L. W. Clapp, his heirs or assigns, at the office of L. W. Clapp, in Wichita, Kansas, Twenty-five Hundred & no/100 Dollars according to the terms of one promissory note dated November 26" 1909, executed by the said first party, said note being in amounts as follows.

One note for Twenty-five Hundred & no/100 Dollars, bearing interest from the date therein stated at Five & 1/2 per cent per annum, payable semi-annually

One not for ----- Dollars, bearing interest from the date therein stated at----- per cent per annum, payable --- annually.

Second:- That in case of default in payment of said note or any of said notes, or interest, or <sup>of</sup> any sum herein agreed to be paid, or in default of performance of any agreement herein contained, first party will pay to the second part, his heirs or assigns, interest at the rate of 10 per cent per annum, semi-annually on 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 the 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,