

Filed for record at Tulsa, Okla. Jan. 15 1910 at 8 o'clock A.M.

H.C. Walkley, Register of Deeds (seal)

Mortgage.

THIS INDENTURE, made the 29th day of November A.D. 1909 between Jessie M. Elliott unmarried of the county of Tulsa and State of Oklahoma, party of the first part, and Bartlett Brothers Land and Loan Company, a corporation under the laws of Missouri, located at St Joseph Missouri, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Eight Hundred (\$800) Dollars, in hand paid, the receipt whereof is hereby acknowledged does hereby grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described real estate in the county of Tulsa, and State of Oklahoma, to-wit:

The South Half of the North west quarter of section Seventeen in Township Twenty one (21) Range Fourteen (14) containing 80 acres.

TO HAVE AND TO HOLD said premises, with the appurtenances thereto, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee, which the said party of the first part does hereby warrant and will forever defend.

Provided However, that if the said party of the first part shall pay, or cause to be paid to the said party of the second part, its successors or assigns the principal sum of (\$800) Eight Hundred dollars on the first day of December A.D. 1914, with interest thereon at the rate of six per cent per annum payable on the first day of June and December in each year, together with interest at the rate of ten per cent per annum on any installment of interest, which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part, and payable at the office of Bartlett Brothers Land and Loan Company, in St Joseph, Missouri, and shall perform all and singular the covenants herein contained; then the estate hereby granted shall cease and this mortgage shall become null and void, and be released at the expense of the said party of the first part.

And the said party of the first part does hereby covenant to pay or cause to be paid, the principal sum and interest above specified, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, maintaining the priority of this mortgage.

AND the said party of the first part does further covenant to pay all taxes and assessments levied under the laws of Oklahoma, on said premises, or on this mortgage, or on the lien created by this instrument, or on the note or debt hereby secured, before any penalty for nonpayment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$ 0 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewal thereof; and in case of failure to do so, the said

COMPARED