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situate in the county of Tulsa and State of Oklahoma, to-wit:

The Southwest quarter or the Southeast quarter (SW $\frac{1}{4}$ or SE $\frac{1}{4}$) of Section numbered Eighteen (18) Township numbered Seventeen (17) North Range numbered Thirteen (13) East of the Indian Meridian, containing in all Forty (40) acres of land, more or less, according to Government survey thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption, unto the said party of the second part, and to its successors or assigns forever. And the said party of the first part covenants and agrees that at the delivery hereof he is the lawful owner of the premises hereby conveyed, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, whatsoever, and he will warrant and forever defend the title to and possession of the same unto said party of the second part, its successors or assigns, against the lawful claims of all persons whomsoever. This conveyance, however, is intended as a mortgage for the better securing of the said sum of Five Hundred (\$500.00) Dollars justly due and owing by the said party of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by one certain promissory note, bearing date herewith ^{even} ~~herewith~~ and due on the first day of January A.D. 1915, and bearing six per cent interest from date, payable semi-annually, evidenced ^{until maturity} by interest coupon notes thereto annexed, and ten per cent interest after maturity; given for an actual loan of money.

It is expressly understood and agreed by and between the parties hereto, that this mortgage is the first lien on the premises hereby conveyed; that the party of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said note, and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit nor permit any waste upon said premises, or the removal of any buildings or other improvements therefrom without the written consent of the said second party first had and obtained.

Upon the payment of said promissory note according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first party; but in case of failure or default in the payment of said promissory note when due, or any other part thereof, or any interest thereon, at maturity; or in case of default in the payment of any taxes or assessments levied against either the premises hereby conveyed or the indebtedness hereby secured; or if the insurance on the buildings as hereinafter provided, be not kept in force as stipulated; or if the party of the first part do, or suffer to be done, anything whereby this security is impaired, then upon the happening of any such contingencies, the party of the second part, its successors or assigns, may pay such taxes and assessments, and any other sum or sums necessary to preserve and protect such security, and may provide the necessary insurance on the buildings, and all such sums so expended shall bear interest at the rate of ten per cent per annum and this mortgage shall stand as security therefor.

It is further stipulated and agreed, that in case the party of the second part, its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and