

uate in the County of Tulsa and State of Oklahoma, to-wit:

All of Lot numbered Five (5) of section numbered four (4) and all of Lot numbered Two (2) of section numbered Nine (9) and the south half of the Northwest quarter (S $\frac{1}{2}$  of NW $\frac{1}{4}$ ) and all of Lot numbered Four (4) of section numbered eight (8), Township numbered Nineteen (19) North Range numbered Twelve (12) east of the Indian Meridian, containing in all one Hundred thirty seven & 8/100 (137.08) 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 any wise 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 parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of the premises hereby conveyed, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, whatsoever and they 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 Thirteen Hundred (\$1300) Dollars justly due and owing by the said parties of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by one certain promissory note, bearing even date herewith and due on the first day of January A.D. 1918, 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, herto, that this mortgage, is the first lien on the premises hereby conveyed; that the parties of the first part will pay the indebtedness 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 building or other improvements therefrom without the written consent of said second party first had and obtained.

Upon 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 parties; but in case of failure or 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 parties 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 to 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