

The South Half ($\frac{1}{2}$) of the North east Quarter ($\frac{1}{4}$) of Section twenty three (23) Township Seventeen (17) North, Range Fourteen (14) east of the Indian Base and Meridian

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of homestead exemption unto the said party of the second part and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate on inheritance free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, and to his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided Always, and these presents are upon these express conditions: That if the said parties of the first part their heirs or assigns, shall well and truly pay or cause to be paid, to the said party of the second part his heirs or assigns, the sum of Eighteen Hundred and no/100 dollars with interest thereon at the time and in the manner specified in 1 certain promissory note of even date herewith, executed by the parties of the first part, payable to the order of Silas W. Ferguson, at Farmers & Merchants Bank Bixby Okla, Oklahoma, as follows:

\$1800.00 payable 11/1/1915 with 5 per cent interest from date until maturity

And the installments of interest being further evidenced by five coupons attached to said principal note, payable, as above indicated, both principal and note and coupons payable with 10 per cent interest per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case ^{these} presents and everthing herein expressed shall be void, but upon default in the payment of any part of the principal, or interest, when the same is due, or failure to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder thereof, become due and payable at once without notice. Said parties of the first part hereby agree to carry policies of fire and tornado insurance to the amount of \$-----for full time of this loan, loss, if any, payable to----- as-----interests may appear; and said policies shall be held by said mortgagee, or the legal holder of said note, as collateral or additional security for the payment of said note, and further agree to keep in good repair all buildings, fences, and other improvements, and ~~in~~ event action is brought to foreclose this mortgage, or recover the insurance or taxes, paid by the mortgagee, an attorney's fee of \$50.00 and all costs of suit and all insurance premiums or taxes so paid shall be added, which sums shall be and become ~~an~~ an additional lien and be secured by lien of this mortgage, and upon the bringing or any such action the Court or Judge, shall upon motion of the mortgagee herein or his assigns, without further notice to said mortgagors, or the owner of the premises described herein, appoint a receiver to take charge of said premises and collect the rents, revenues and profits thereof, Said parties of the first part hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

In Testimony whereof, the said parties of the first part have hereunto set their hands the day and year above written.

Louis Pregler

In presence of

Elizabeth Pregler