

First Mortgage.

COMPARED
THIS INDENTURE, Made this 15th day of April in the year of our Lord one thousand nine hundred and ten (1910) by and between Robert W. Wright, and Anna S. Wright, his wife of the County of Muskogee, and State of Oklahoma, parties of the first part, and The Walton Trust Company of Butler, Missouri, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Two Thousand (\$2000.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following described ^{tract} piece or parcel of land, lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The North east quarter of section sixteen (16) in township nineteen (19) north of range fourteen (14) East of the Indian Base and Meridian containing one hundred sixty (160) acres more or less.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemptions unto the said party of the second part, and to its successors 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 of inheritance therein, 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, its successors and assigns, forever against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Two Thousand (\$2000.00) dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain ^{executed and delivered by the said parties of the first part} First Mortgage Real Estate Note, bearing date April 15th, 1910, and payable to the order of the said Walton Trust Company, on the 15th day of April 1917, after date at the office of The Walton Trust Company, Butler, Missouri, with interest thereon from date until maturity at the rate of seven per cent per annum payable annually on the 15th day of April in each year, and eight per cent per annum after maturity the installments of interest being further evidenced by seven (7) coupons attached to said principal note and of even date therewith, and payable to the said Walton Trust Company or bearer, at its office in Butler, Missouri. In case suit is commenced to foreclose this mortgage, the said parties of the first part hereby agree to pay to the legal holder of the note hereby secured, ten per cent of the principal sum of said note, as an attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be taxed as costs in said foreclosure.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments