

the county of Tulsa, and state of Oklahoma, parties of the first part, and The Jefferson Trust Company, a corporation organized under the laws of the Indian Territory, having its principal office in the city of McAlester, Oklahoma, party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of One Thousand & no/100 (\$1000.00) 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 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: Lots one (1) and two (2) in section Thirty one (31) Township eighteen (18) North, range Thirteen (13) East of the Indian containing 82 acres more or less, according to the government survey thereof.

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 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 claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to The Jefferson Trust Company at its office in McAlester, <sup>Oklahoma</sup> its successors or assigns, the principal sum of One Thousand & no/100 (\$1000.00) dollars, according to the terms and conditions of the one promissory note made and executed by Clarence O Russell, and Ruby Russell his wife, Parties of the first part, bearing even date herewith, with interest thereon from May 10, 1910, at the rate of six per cent per annum, payable annually <sup>which</sup> interest is evidenced by five coupons interest notes thereto attached but with interest after maturity at the rate of ten per cent per annum.

First. Said parties of the first part hereby covenant and agree to pay all taxes and assessments whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the state of Oklahoma, or by the County of Town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of -----Dollars and to assign the policies to said party of the second part, as its interests may appear, and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

Second. The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Third. It is further expressly agreed by and between the parties hereunto, that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein con-