

Filed for record at Tulsa, Okla. Apr. 7, 1910 at 4:45 o'clock P. M.

H. C. Walkley, Register of Deeds (Seal)

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COMPARED

MORTGAGE.

THIS MORTGAGE, Made this 5th day of April, A. D. 1910, between Thomas T. Gilbert, a single man, of Noble County and State of Oklahoma, parties of the first part, and Rev. Allen Shaw Bush, party of the second part;

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty-five Hundred Dollars, to them duly paid, has mortgaged and hereby mortgage to the party of the second part, his heirs and assigns, all the following described real estate and premises, situated in Pawnee, County and State of Oklahoma, to-wit:

Southwest Quarter of Section Seventeen (17), and the South Half of the Southeast Quarter of Section Eighteen (18) all in Township Twenty-two (22) North, range Three (3) East of the Indian Meridian.

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same, and waive the appraisement.

This mortgage is given to secure the payment of the principal sum \$500.00 with interest thereon according to the terms of one certain Real Estate Mortgage Coupon Note, made and delivered by said parties of the first part dated April 5th 1910, and payable to said party of the second part five years after April 1st 1910 with interest at the rate of 5½ per centum per annum, payable annually, at Bank of Commerce, Perry, Oklahoma,

Said party of the first part agrees to pay all taxes and assessments levied on said premises, and the interest represented by this mortgage lien, and the debt secured thereby, promptly when due, and all sums necessary to protect the title and possession of said premises, and to keep the buildings on said premises insured against damage by fire in some company acceptable to said second party, for not less than \$ with loss, if any, payable to the mortgagee, as his ~~his~~ interest may appear, and on the failure of the parties of the first part to perform any of these agreements, the mortgagee, his heirs and assigns, may pay all such sums, and the amounts so paid shall be a lien on said premises collectible in the same manner as the indebtedness hereby secured, with interest at the rate of ten per centum.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, or if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall without notice, at the option of the party of the second part, become due and payable, and shall obtain interest at ten per centum until fully paid, and said mortgage may be foreclosed, and the above described premises sold in the manner prescribed by law, to pay all sums due said mortgagee as above set forth, together with interest and costs.

The foregoing conditions being performed, this mortgage to be void, otherwise, of full force and virute.

In Witness Whereof, The party of the first part has hereunto set his hands <sup>first</sup> the day and year above written.

Thomas T. Gilbert.