

COMPARED

MORTGAGE.

This indenture, made and entered into this third (3rd) day of January, A. D. 1911, by and between J. H. Nance and Etta Nance, husband and wife, of the county of Tulsa and state of Oklahoma, parties of the first Part, hereinafter referred to as Party of the first Part, and the Midland Savings and Loan Company, of Denver, Colorado, a corporation organized under and by virtue of the laws of the said state of Colorado, hereinafter referred to as Party of the second Part,

witnesseth: that said Party of the first Part, for and in consideration of the debt hereinafter mentioned and of the sum of one dollar (\$1.00) to Party of the first Part in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said Party of the second Part, and to its successors and assigns, forever, all the following tract or parcel of land lying and being in the county of Tulsa and state of Oklahoma, to-wit:

Lot numbered eight (8) in block numbered eight (8) in the East Lynn addition to the city of Tulsa according to the recorded Plat thereof.

To have and to hold, the said described premises, with all and singular the use, incomes, rents, profits, hereditaments and appurtenances belonging or appertaining thereunto, and expressly waiving all rights of dower, homestead and exemption of the said Party of the first Part their heirs, executors, administrators or assigns therein, into the said Party of the second Part, and to its successors or assigns, forever.

Nevertheless, this instrument is executed and delivered upon the following conditions to-wit:

That if the said Party of the first Part, their heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said Party of the second Part, its successors or assigns, the principal sum of (\$400.00) Four Hundred and no/100 dollars, with interest thereon and the agreed premium for obtaining said loan, at the office of the said Party of the second Part in Denver, Colorado, according to the tenor and conditions of a certain first mortgage bond of even date herewith, for the said sum and interest and premium, executed and delivered by the said Party of the first Part to the said Party of the second Part, contemporaneously with this instrument.

And, shall pay all taxes and assessments of whatever kind that may be levied and assessed at any time upon said premises, or upon this mortgage or ^{thereby} secured ^{thereby} against the legal holder of said bond on account of this mortgage or the bond secured hereby when the same shall become due, and pay or cause to be paid as they fall due the monthly instalments on all shares of stock carried or owned by Party of the first Part, or deposited with Party of the second Part as collateral security to said loan, and procure, keep in force, and deliver to said Party of the second Part such policies of insurance as are satisfactory to it, against loss by fire, tornadoes, cyclones and windstorms, upon the buildings on said premises, in a sum at least equal to the face value of the said first mortgage bond secured hereby, with mortgage clause acceptable to Party of the second Part thereto attached making the loss, if any, payable to Party of the second Part, and all policies in force or issued upon said buildings while this mortgage is in force thereon shall be approved by and delivered to said Party of the second Part, and have its mortgage clause attached thereto, making the loss, if any, payable to Party of the second Part, and shall place, keep and maintain the buildings and all other improvements now on said premises or hereafter placed thereon, in good repair at all times, and shall commit or suffer no waste or nuisance thereon, nor allow said premises to go unoccupied, and shall permit said Party of the second Part, by its officers and agents, to go upon said premises and repair the same whenever they deem it necessary for the protection of the property, and in case said premises are left