THIS INDENTURE, Made this 10" day of Conn. A. D. 1911, by and between
of the County of Talaa, and State of Oklahoma, part, Wof the first part, and
Hamman E. Mowstrary adva al and at a SW. Morsh part if of the second part:
WITNESSETH, That the said part 4 of the first, for and in consideration of the sum of Cashing to 4 7 (# 82.10) Dollars, to
in hand paid, by the said part of the second part, the receipt whereof is hereby acknowledged, ha granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part Acof the second part and to heirs and assigns, forever, all of the following described tract.
piece, or parcel, of land, lying and situate in the County of and State of Oklahoma, to-wit:
The Southwest quarter of the Northwest quarter
althouse too at one alt so flood that she
and the rooth half of the south east quarter of the
north west quarter, and He northwest quarter
retrained trend the south west quarter
: (02) ptnewt girland (12) tourship twenty (20):
north Bange History (13) east.
mange marken (a) last,
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 part woof the second part, and to heirs and assigns forever. And the said part of the first part do 20 hereby
covenant and agree that at the delivery hereof lawful owner of the premises above granted and seized of a good, indefeasible estate of inheritance there-
in, free and obser of all incombrances, and that will warrant and defend the same in the quiet and peaceable possession of said part of the second part, heirs 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 first part W justly indebted unto the said second part win the principal sum of the said second part with the principal sum of the wild
able according to the tenor and effect of a certain negotiable promissory note executed and delivered by the said first party, and pay-
are according to the training and payable to the order of said second part & on the 1011 day of Ostoner 1911 at 1) when a
With interest thereon from date until maturity at the rate of
taterest notes of over date herewith, and executed by the said first part. X, one, (the first) for Dollars due on the day of
Test county. Each of said principal and interest notes bear interest after maturity at the rate of per cent per annum, and are made payable at the order of said second
parting at 1 la a 1 la 1 la the first part error at began all hulldings forward and other improvements on the gold land in an good report on they neve are and not
SECOND: The said part
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 fire
inquience of hereingfor provided when the same hereing due or in case of the brench of any coverant or condition herein contained the whole of said principal sum named
herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the part of the second part, or assigns, as additional collateral security and said part. of the second part, or assigns, shall be entitled to pessession of said premises, by ecceiver or otherwise.
additional collateral security and said part.—of the second part, or assigns, small be entitled to passession of said premises, objective or otherwise. FOURTH: Said part will pay a reasonable attorney's fee Of Dollars, which this mortgage also secures.
FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described and all renewal principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same
during the said time of extension. SIXTH: Said part. of the first part because overcant and nerves to parall taxes and account to a whatever character on said land, and any taxes or account of said loan, by the State of Oklahoma, or by the County or Town when said tand
is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approach by the part
second part for the sum ofDollars, and to assign the policies to said partof the wards part, to be held byuntil this mort-gage is fully paid and said partof the first part assumeall responsibility of proof and care and expense of collecting such insurance if loss occurs.
gage is fully paid and said part of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the parties is should disting to commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said promises. whether by shaft mining a range of the purpose of removing from said land any coal, minerals, stone or other sub-
sage is fully paid and said part of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the partice hereto that should disting to commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft-mining, stripping or may other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling a mining shall operate to make the debt which this mortgage secures payable upon demand, and second part beroto shall be contilled to demand and regree the first part. (In payment of sold mortgage debt at any time (said second part) may demand such pay-
age is fully paid and said part of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the particle is should disting the commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft-mining, stripping or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoover, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and second part heroto shall be entitled to demand and receive from the first part full payment of said mortgage debt at any time (said second part) may demand such payment; and in the overthese part fail to pay said debt immediately upon such demand being made, then the second part shall be entitled to enforce the payment of
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sage is fully paid and said part of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the particle hereto that should disting to commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft-mining, striping or my officer process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and second part hereto shall be entitled to demand and receive from the first part full payment of said mortgage debt at any time (said second part may demand such payment; and in the overthese part fail to pay said debt immediately upon such demand being made, then the second part shall be entitled to enforce the payment of the first part for the same as if first part had before the payment of the loss of the first part, for the said consideration do so hereby expressly waive appraisement of said real estate, and all benefit of the homestead exemption and stay laws of the Slate of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.
sage is fully paid and said part of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the partice hereto that should disting to commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft-unling, stripping or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and second part heroto shall be entitled to demand and receive from the first part full payment of said mortgage debt at any time (said second part may demand such payment; and in the overtures part fail to pay said debt immediately upon such demand being made, then the second part shall be entitled to enforce the payment of the debt by action to foreclose this mortgage the same as if first part, but defaulted in the performance of all the other provisions acreed resting upon. And the said part of the first part, for the said consideration do 2.5 hereby expressly walve appraisement of said real estate, and all benefit of the homestead exemplian and stay laws of the Shelo of Oklahoma.
age is fully paid and said part of the first part assume. All responsibility of proof and care and expense of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the parties hereto that should distinct the process for the purpose of removing from said and any coal, minerals, stone or other substances of any character whatsoever, such drilling a mining small operate to make the debt which this mortgage secures payable upon demand, and second part. hereto shall be entitled to demand and receive from the first part [ull payment of said mortgage debt at any time. (said second part.) may demand such payment; and in the over this part. It is to pay said debt immediately upon such demand being made, then the second part. shall be entitled to enforce the payment of the first part will fail to pay said debt immediately upon such demand of all the other provisions acreed regime upon. And the said part wolf the first part, for the said consideration do and the payment of said real estate, and all benefit of the homestead exemption and stay laws of the Said of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, the said part wolf the first part hereunto subscribe name and affix? seal, on the day and year first above mentioned.
age is fully paid and said part of the first part assume—all responsibility of proof and care and express of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the parties hereto that should distinct the commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft-mining, stripping or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling a mining small operate to make the debt which this mortgage secures payable upon demand, and second part—hereto shall be entitled to demand and recture from the first part—full payment of said mortgage debt at any time— (said second part—) my demand such payment; and in the overture from the first part—that debt immediately upon such demand being made, then the second part—shall be entitled to enforce the payment of the first part for the said consideration do and the part of the first part for the said consideration do and stay laws of the Said of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and affix? IN TESTIMONY WHEREOF, the said part — of the first part hereunto subscribe—name—and affix? Seventher any time and affix? Seventher any time any time and affix? Seventher any time and time any time. Seventher any time and time any time and affix? Seventher any time and time any time. Seventher any time and time any time. Seventher any time and time any time and affix? Seventher any time and time any time and time any time. Seventher any time and time any time and time any time.
age is fully paid and said part of the first part assume. All responsibility of proof and care and expense of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the parties hereto that should distinct the post of promises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shatismining, stripping or my other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling a mining small operate to make the debt which this mortgage secures payable upon demand, and second part. hereto shall be entitled to demand and recture from the first part full payment of said mortgage debt at any time. (said second part shall be entitled to enforce the payment of the defeated by medically upon such demand being made, then the second part shall be entitled to enforce the payment of the first part bind standard providers the mortgage the same as it first part had before the providers the providers the said conforce the payment of the said part. Of the first part, for the said consideration do and say laws of the Said of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, the said part work the first part hereunto subscribe name and affax seal, on the day and year first above mentioned. (Scal.)
sage is fully paid and said part of the first part assume all responsibility of proof and care and ordered of collecting such insurance if loss occurs. SEVENTH: It is further agreed by and between the parties hereto that should disting a commenced upon said premises, whether by shaft-mining, stripping or my object process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoover, such drilling a mining shall operate to make the debt which this mortgage secures payable upon demand, and second part hereto shall be entitled to demand and receive from the first part full payment of said mortgage debt at any time (said second part) may demand such payment; and here we had not a part full payment of said mortgage debt at any time (said second part) may demand such payment; and here we had not been provided the entitled to enforce the payment of said the said part of the first part, for the said consideration do a payment of the payment of said real estate, and all benefit of the homestead exemption and say laws of the Shalo of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, the said part of the first part hereunto subscribe name and affix @ seal, on the day and year first above mentioned. State of Oklahoma, (Seal.)
SEVENTH: It is further agreed by and between the parties heretee that should diffine to commenced upon said premises, whether by shalf-imining, stripping, or any other process for the purpose of removing from said and any coal, minerals, stone or other substances of any character whatsoever, such drilling a matrix shall operate to make the debt which this mortgage secures payable upon demand, and second part hereto shall be entitled to demand and receive from the first part full payment of said mortgage debt at any time (said second part may demand such payment and in the overly first part full to pay said debt immediately upon such demand being made, then the second part shall be entitled to enforce the payment of the first part for the first part had defaulted in the performance of all the other provisions terror resting upon to do. And the said part world the first part, for the said consideration do 20 thereby expressly walvo appraisement of said real estate, and all benefit of the homestead exemption and stay laws of the Sixto of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, the said part world the first part hereunto subscribe. State of Oklahoma, seal, on the day and year first above mentioned. State of Oklahoma, seal, on the first part hereunto subscribe. State of Oklahoma, in and for said County and State, on this low day of the first part hereunto subscribe. State of Oklahoma, seal, on the day and year first above mentioned.
Serve is fully paid and said part to the first part assume. All responsibility of proof and care and orders of collecting such insurance if loss occurs. BEVENTH: It is further agreed by and between the parties hereto that should refill the commenced upon said premises, whether by shall mining stripping or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatcover, such drilling and mining shall operate to make the debt which this mortgage sectors payable upon demand, and second part. hereto shall be entitled to deemand and recture from the first part. In the payment of said mortgage debt at any time. (said second part.) may demand such payment; and in the overther part. In the payment of the mortgage sectors payable upon demand, and second part. Shall be entitled to enforce the payment of the shall be entitled to pay said debt immediately upon such demand being made, then the second part shall be entitled to enforce the payment of the first part. For the said consideration do see the payment of the second part where the first part, for the said consideration do see the payment of the standard of the said consideration do see the payment of the foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, the said part worther first part hereunto subscribe. The name and affix a seal, on the day and year first above mentioned. State of Oklahoma, seal, on the first part hereunto subscribe. The name and affix a seal, on the day and year first above mentioned. (Seal.) (Seal.)
Seventh filt and said part of the first part assume all responsibility of proof and care and
Superior to the first part assume. All responsibility of proof and care and corners of collecting such insurance if loss occurs. BEVENTEL it is further agreed by and between the particle heroto that should fill the commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shuft-mining, stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling and mining stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling and mining stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling and mining stripping, or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling and second part in her or other substances of any character whatsoever, such drilling and second part in her or other substances of any character whatsoever, such drilling and second part in her or other substances of any character whatsoever, such drill not such any time. In the first part is all to pay said debt immediately upon such demand being made, then the second part in shall be entitled to enforce the payment of the said part in the first part is any time. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. In test time of the said part in the day and state, on this in the day and year first above mentioned. State of Oklahoma, Ss. County of Tulsa. Before me and affixed part of the first part hereunto subscribe. In and for said County and State, on this in any or any country to be the identical person. Who executed the within and the part is any country to be the identical person. Any of the first part is any time and th
SEVENTH: It is further agreed by and between the parties berote that shelld differ to commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shalf-mining, stripping or my outer process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoover, such drilling and premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shalf-mining, stripping or my outer process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoover, such drilling and increases the mining stripping of the said particle of the said particle of the said particle of the commenced upon said great particle of the said particle of said second part shall be entitled to enforce the payment of the depth by netion to feectors this moving the said said said said particle of the said said particle of the said particle of the said particle of the said consideration does hereby expressly walve appraisement of said real estate, and all benefit of the homestead exemption and stay laws of the Said of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. IN TESTIMONY WHEREOF, the said part where the said part were the said part where the said part were the said part where the said part were the said said real estate, and all benefit of the homestead exemption and stay laws of the Said County and State, on this were mentioned. State of Oklahoma, SS. County of Tulsa. Before me, where the said part were the said of the said of the said county and state, on this will be and the said county and state, on this will be and the said county and state, on this will be and the said county and state, on this will be and t
SEVENTE: It is further greed by and between the particle heroto that should official part assume. All responsibility of proof and care and across of collecting such insurance if loss occurs. SEVENTE: It is the further greed by and between the particle heroto that should official process for the purpose of removing from said land any coal, minerals, stone or other subscares of any character whatsoover, such drilling mining stripping or my other process for the purpose of removing from said land any coal, minerals, stone or other subscares or any character whatsoover, such drilling mining small operation to make the debt which this mortgage secures payable upon demand, and second part—thereto shall be entitled to demand not cover first part—full to pay said debt immediately upon such demand being made, then the second part—shall be entitled to enforce the payment of any the state of the state of the state of the said part—yor the first part—full to pay said debt immediately upon such demand being made, then the second part—shall be entitled to enforce the payment of any the process of the process of the payment of the said part—yor the first part—full to pay said debt immediately upon such demand being made, then the second part—shall be entitled to enforce the payment of any the part part—full to pay said debt immediately upon such demand being made, then the second part—shall be entitled to enforce the payment of the said part—yor the first part for the said consideration do.—Another part part part part part part part par
SEVENTE: It is further agreed by and between the particle sheroto that should official possibly of the first part assume—all responsibility of proof and gare and ordered of collecting such insurance if loss occurs. SEVENTE: It is the further agreed by and between the particle sheroto that should official possibly of the proof and gare and ordered upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft-mining, stripping or my other process for the purpose of removing from said land any coal, minerals, stone or other subscares or any character whatsoover, such drilling mining small operate to make the debt which this mortgage secures payable upon demand, and second part—heroto shall be entitled to demand not consider the particle of the payment of said mortgage debt at any time. Seventh of the provision of the first part—full payment of said mortgage debt at any time. (said second part—) may demand such payment; and have over first part—full to pay said debt immediately upon such demand being made, then the second part—shall be entitled to enforce the payment of the demand being made, then the second part—shall be entitled to enforce the payment of the said part—you of the first part, for the said consideration do and stary laws of the Shot of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of the first part where the said part—you the first part hereunto subscribe. IN TESTIMONY WHEREOF, the said part—you the first part hereunto subscribe. Seal.) State of Oklahoma, Seal.) Scal.) State of Oklahoma, The foregoing conditions being performed, the first part hereunto subscribe. A D. 19—1, personally appeared The foregoing instrument, and acknowledged to me that exceeding the same as the same as the same as free and voluntary act and deed, for the uses and purposes therein set forth. WITNESS my hand and official seal the day and year last above written.
SEVENTE: It is further agreed by and between the particle sheroto that should official possibly of the first part assume—all responsibility of proof and gare and ordered of collecting such insurance if loss occurs. SEVENTE: It is the further agreed by and between the particle sheroto that should official possibly of the proof and gare and ordered upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft-mining, stripping or my other process for the purpose of removing from said land any coal, minerals, stone or other subscares or any character whatsoover, such drilling mining small operate to make the debt which this mortgage secures payable upon demand, and second part—heroto shall be entitled to demand not consider the particle of the payment of said mortgage debt at any time. Seventh of the provision of the first part—full payment of said mortgage debt at any time. (said second part—) may demand such payment; and have over first part—full to pay said debt immediately upon such demand being made, then the second part—shall be entitled to enforce the payment of the demand being made, then the second part—shall be entitled to enforce the payment of the said part—you of the first part, for the said consideration do and stary laws of the Shot of Oklahoma. The foregoing conditions being performed, this conveyance to be void; otherwise of the first part where the said part—you the first part hereunto subscribe. IN TESTIMONY WHEREOF, the said part—you the first part hereunto subscribe. Seal.) State of Oklahoma, Seal.) Scal.) State of Oklahoma, The foregoing conditions being performed, the first part hereunto subscribe. A D. 19—1, personally appeared The foregoing instrument, and acknowledged to me that exceeding the same as the same as the same as free and voluntary act and deed, for the uses and purposes therein set forth. WITNESS my hand and official seal the day and year last above written.
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