

and to their heirs and assigns forever, the following real estate, situated in the County of Tulsa and State of Oklahoma, described as follows, to-wit :

The south half (1/2) of Northwest quarter (1/4) and West Half (1/2) of Northwest quarter (1/4) of the Northwest quarter (1/4) and the Northeast quarter (1/4) of Northwest quarter (1/4) of Northwest quarter . Section Thirteen (13) Township Twenty One (21) N Range Thirteen (13) E with the appurtenances and all the estate, title and interest of the said party of the first part therein . And the said parties of the first part do hereby covenant and agree that at the delivery hereof they 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 against the lawful claims of all persons .

this grant is intended as a mortgage, To secure the payment of the sum of Fifty Dollars according to the terms of two certain promissory notes this day executed by the grantors of even date herewith, payable to the order of the parties of the second part, at their office in Fort Scott Kansas in New York exchange, as follows :-

\$ 25.00 on the first day of August 1909

\$ 25.00 on the first day of August 1910 with interest thereon at the rate of ten per cent per annum after maturity . The parties of the first part agree that they will pay taxes and assessments upon the said premises before they shall become delinquent .

NOW, If each of said notes shall be promptly paid at maturity and all taxes paid when due, this conveyance shall be void and shall be released by the parties of the second part . But if default is made in the payment of either of said notes, or any part thereof, or of said taxes or assessments, then all of said notes shall be immediately due and payable and this conveyance shall be come absolute, but the parties of the second part or their heirs or assigns, may pay ^{any} unpaid taxes that may be charged against said property and may recover for all such payment, with interest at the rate of ten per cent per annum, in any suit for foreclosure of this mortgage; and it shall be lawful for the parties of the second part, their heirs or assigns at any time thereafter to foreclose this mortgage; in the manner prescribed by law, appraisement is hereby waived at the option of the parties of the second part, their heirs or assigns; and out of all moneys arising from such sale to retain the amount then due, or to become due according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid , together with the cost and charges of and upon the filing of a bill for foreclosure of this mortgage an attorney's fee of \$ 50.00 shall immediately become due and payable foreclosure and mortgagors hereby agree to pay same and that this mortgage shall stand as security for payment thereof .

In witness whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written .

Eugene M Abbott Seal

State of Oklahoma .) SS
County of Rogers)

Nettie M Abbott Seal

On this 11th day of August A.D. 1908 before me the undersigned a Notary Public in and for said County and State personally appeared Eugene M Abbott and Nettie M Abbott his wife to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed for the purposes therein set forth .

Witness my hand and notarial seal the day and year above written .
SEAL. My commission expires March 12th 1911

Webb Littlefield
Notary Public

Filed for record Aug 11 1908 at 3:40 P.M.
H.C. Walkley Reg of Deeds . (SEAL)