

and state on this 15 day of August 1908 personally appeared W.E. Mc Gill and Tenay Mc Gill to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. *Witness my hand and official seal the day 18 year above written.*  
 F.S. Hurd  
 Notary Public

SEAL. My commission expires Jan 21-1911  
 filed for record Aug 18 1908 at 8 A.M. H.C. Walkley Reg of Deeds (SEAL)

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-----: M O R T G A G E :-----

THIS INDENTURE Made this 18th day of August 1908 between Mary Sullivan, a single woman of the County of Rogers and State of Oklahoma of the first part, and C.C. Nelson & Co of Bourbon County, State of Kansas parties of the second part.

WITNESSETH: That the party of the first part, in consideration of the sum of seventy Dollars to her in hand paid the receipt whereof is hereby acknowledged has sold and by these presents does, grant, bargain sell and convey to the parties of the second part, 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 North half of the North west quarter of Section Nineteen ( 19 ) Township Twenty One ( 21 ) North and Range Fourteen ( 14 ) east of the Indian Base and Meridian containing 80 acres more or less, with all the appurtenances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she 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 Seventy Dollars according to the terms of two certain promissory notes this day executed by the grantor 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 :

\$ 35.00 on the first day of August 1909

\$ 35.00 on the first day of August 1910, with interest thereon at the rate of ten per cent per annum after maturity the Party of the first part agrees that she will pay all 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 become 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 payments, with interest at the rate of ten percent 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