

and all rights of homestead exemption, unto said party of the second part, and to its heirs and assigns forever, And the said party of the first part does 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 encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided always, And these presents are upon the express conditions. That if the said party of the first part, their heirs and assigns shall well and truly pay or cause to be paid, to the said party of the second part its heirs and assigns, the sum of Seventeen Hundred seventy five and 64/100 Dollars with interest thereon at the time and manner specified in two certain promissory notes bearing date August 20 1908 executed by the party of the first part, payable to the order of First National Bank at Sapulpa, Oklahoma as follows: \$ 1695.64 payable October 19 1908 with 10 per cent interest from maturity and \$ 80.00 due October 19- 1908 with 10% from maturity and the installment of interest being further evidenced by coupons attached to said principal note payable as above indicated, both principal note and coupons payable with 6 per cent interest per annum from maturity until paid according to the true intent and meaning thereof then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due or any one of said coupon notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon the holder shall be entitled to recover \$ 500 attorney fee all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage and said party of the first part hereby expressly waives appraisalment of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

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

Signed and delivered in the presence of

Hattie Inscho

Chas Inscho

State of Oklahoma, County of Creek, SS

Before me, the undersigned, a Notary Public in and for said County and State on this 21st day of August 1908 personally appeared Hattie Inscho and Charles Inscho, her husband 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 and year above set forth.

SEAL. My commission expires April 1-1911

Belle Wilkinson  
Notary Public

Filed for record Aug 22 1908 at 8:45 A.M. H.C. Walkley Reg of Deeds (SEAL)