

lawful claim of all persons whomsoever .

Provided Always and these presents are upon the express conditions. That if said parties 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 his heirs and assigns, the sum of (\$ 450.00) Dollars with interest thereon at the time and manner specified in one certain promissory note bearing date Aug 11th 1908 executed by the parties of the first part, payable to the order of Thomas Sewell at Kellyville Okla as follows, \$ 450.00 payable Dec 11 - 1908 with 10 per cent interest from date until maturity ^{therein} 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 upon the same is due or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said ~~XXXXXXXXXX~~ 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 \$ 15.00 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 parties of the first part hereby expressly waive an abatement of said real estate and all benefits of the homestead ~~xxxx~~ exemption stay laws of the State of Oklahoma .

In testimony whereof, the said part of the first part has hereunto set ^o hand and seal the day and year above written /

Signed and delivered in the presence of

Richard Curtain

H.C. Hughes

Lulah Curtain

Wm. Farley

State of Oklahoma County of Creek . SS

Before me, the undersigned, a Notary Public in and for said County and State on this 11th day of Sept. 1908 personally appeared Richard Curtain and Lulah ^{the within and foregoing instrument and acknowledged to me that they had executed} Curtain to me known to be the identical persons who 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 .

~~Witness my hand and official seal the day and year above set forth .~~

Huber C. ~~XXXXXXXXXX~~ Hughes
Notary Public

SEAL. My commission expires Feb 19th 1911 .

Filed for record Sep 15 1908 at 8 A.M. H.C. Walkley Reg of Deeds (SEAL)

@@

-----OKLAHOMA REAL ESTATE MORTGAGE :-----

IN CONSIDERATION OF Three Hundred and No/100 Dollars Stephen G Maxfield and Oba Maxfield, his wife, of Tulsa County, State of Oklahoma, mortgagors hereby grant, bargain, sell convey and mortgage unto C.H. Kirshner mortgagee, the following described real estate, situated in Tulsa County, Oklahoma, to-wit :-

The Northeast quarter (NE /4) of the Southwest quarter (SW /4) of southeast quarter (SE/4) and South half (S /2) of Southwest quarter (SW /4) of Southeast quarter (SE/4) all in Section 5, Township 20 North, Range 13 East, and containing 30 acre s, more or less .

The mortgagors represent that they have fee simple title to said land, free and clear from all liens and incumbrances, and hereby warrant the title to