

homestead, PROVIDED ALWAYS, and these presents are upon the express conditions, that whereas, said J.M. Crutchfield and Nellie D Crutchfield, his wife have this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy :

\$ 294.00

Tulsa Oklahoma, June 18th 1908.

For value received, we promise to pay to The Walton Trust Company or order Two Hundred Ninety Four (\$ 294.00) Dollars due and payable at the office of the Walton Trust Company, in Butler, Missouri, in seven annual installments of \$ 42.00 each, the first payment falling due on the 18th. day of June 1909 and a payment of like amount on the 18th day of June in each year thereafter until the whole of said note is paid. Each installment shall bear interest at the rate of eight per cent, per annum from maturity until paid. If default be made in the payment of either of said installments when due, then all of said installments remaining unpaid shall become due and payable at once.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note, mentioned, together with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sums and sums, and interest thereon, shall, and by these presents, become due and payable, and said party of the second part shall be entitled to the possession of said premises. If this mortgage has to be foreclosed by suit in court, the Grantors hereto agree to pay ten per cent of the principal sum of the note herein described as attorneys fee for such foreclosure suit.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

signed sealed and delivered in presence of

J.M. Crutchfield SEAL

Nellie D Crutchfield SEAL

State of Oklahoma, County of Tulsa SS.

On this 22 day of June A.D. 1908, before me the undersigned, a Notary Public in and for said County and Territory personally appeared, J.M. Crutchfield and Nellie D Crutchfield, his wife, to me personally known to be the identical persons described in and who executed the forgoing mortgage and acknowledged that they executed the same as their free and voluntary act, and deed, for the uses and purposes therein set forth.

My commission expires as Notary Public will expire on the Third day of June 1912.

Witness my hand and Notarial Seal, the day and year first above written.

W.S. Bailey Notary Public

(SEAL)

Filed for record Jun 22 1908 at 4:35 P.M.
H.C. Walkley Reg of Deeds.

(SEAL)

COMPARED

FIRST MORTGAGE

J.M. Crutchfield and wife Nellie D Crutchfield

TO

The Walton Trust Company of Butler, Mo.

THIS INDENTURE, Made this 18th. day of June, in the year of our Lord One thousand Nine hundred and eight (1908) by and between J.M. Crutchfield and Nellie D Crutchfield his wife of the County of Tulsa and State of Oklahoma, parties of the first part, and The Walton Trust Company, of Butler, Missouri, party of the second part.

WITNESSETH: That the said parties of the first part, for an in consideration of the sum of Twenty One Hundred (\$ 200.00) Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained, and Sold, and by these presents do grant, Bar gain, Sell, Convey and confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece, or parcel of land, lying and situate in the County of Tulsa and State of Oklahoma, to -wit: