

day of September, 1908, personally appeared, Emma Bough, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and Notary Seal, the day and year above written.

F. S. Hurd,
Notary Public.

(SEAL) My commission expires Jan. 21, 1911.

Filed for record Dec. 7, 1908, at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

COMPARED

Handwritten signature

M O R T G A G E.

KNOW ALL MEN BY THESE PRESENTS: That Muskogee Essie Sullins, nee Bittle and James N. Sullins, her husband, of Morris Oklahoma, parties of the first part, for and in consideration of the sum of Three Hundred Sixty-five and no/100 Dollars, the receipt of which is hereby acknowledged, have mortgaged and hereby mortgage unto L. R. Kershaw, of Morris, Oklahoma, party of the second part, his heirs, successors or assigns, the following property, situated in Tulsa County, Oklahoma, to wit:

ALL of Lot Two (2) and the West Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) and the West Half ($\frac{1}{2}$) of the East Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Ten (10) Township Seventeen (17) North Range Thirteen (13) East, containing Forty One and One Half ($41\frac{1}{2}$) acres, more or less, according to the Government Survey, together with all the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining.

And the parties of the first part hereby covenant that at the delivery ^{this mortgage} hereof, they are the lawful owners of the property, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever; and that they will warrant and defend the title to and possession of the same unto the said L. R. Kershaw, his heirs, successors or assigns, forever, against the lawful claim and demands of all persons who^{soever}. All rights of homestead exemption are hereby expressly waived.

This mortgage is given to secure the payment of the said sum of Three Hundred Sixty-five and no/100 Dollars, owing by the said parties of the first part to the said party of the second part, as evidenced by a certain promissory note, signed by the first parties of even date herewith, due January 1, 1909, and bearing interest at ten per cent after maturity. Said note and this mortgage are given for an actual loan of money by the party of the second part to the parties of the first part.

It is expressly understood and agreed that this mortgage is the first lien upon the premises hereby conveyed; and that the parties of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due; and will neither commit or permit any waste upon said premises, nor the removal of any buildings or other improvements therefrom without first obtaining the written consent of the party of the second part, his heirs, successors or assigns.

In case of the default in the payment of any taxes or assessments levied against the premises or if the insurance on the buildings be not procured and maintained as above stipulated, or if the first party do, or suffer to be done, anything whereby this security is impaired, then, upon the happening of such a contingency, the said second party, his heirs, successors or assigns