

the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, the day and year last above written.

Robert E. Lynch, Notary Public.

(SEAL) My commission expires July 2nd 1910.

Filed for record Dec/ 9, 1908, at 4 P. M.

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

OKLAHOMA FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Mary Herrick and Leo Herrick, her husband, of the County of Muskogee and state of Oklahoma, parties of the first part, for and in consideration of the sum of Four Hundred (\$400) Dollars, to then in hand paid by Virgil R. Cross, of Muskogee, Oklahoma, party of the second part the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell, convey and mortgage unto the said Virgil R. Cross, his heirs, successors or assigns, the following described premises, situated in the County of Tulsa, and State of Oklahoma, to wit:

The Southeast Quarter of the Northeast Quarter (SE- $\frac{1}{4}$ NE- $\frac{1}{4}$) of section numbered Thirty Four (34) Township numbered Seventeen (17) North, Range numbered Thirteen (13) East of the Indian Meridian, containing in all forty (40) acres of land, more or less, according to the Government survey thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, and all the rights of homestead exemption, unto the said party of the second part, and to his heirs, successors or assigns, forever. And the said parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of the premises hereby conveyed, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance whatsoever and they will warrant and forever defend the title to and possession of the same unto the said party of the second part, his heirs, successors or assigns, against the lawful claims of all persons whomsoever. This conveyance however, is intended as a mortgage for the better securing of the sum of Four Hundred --\$400 Dollars, justly due and owing by the said parties of the first part to the said Virgil R. Cross, his heirs, successors or assigns, and evidenced by one certain promissory note, bearing even date herewith and due on the first day of December A.D. 1913, and bearing six per cent interest from date, payable semi-annually, evidenced until maturity by interest coupon notes thereto annexed, and ten per cent interest after maturity; given for an actual loan of money.

It is expressly understood and agreed by and between the parties hereto, that this mortgage is the first lien on the premises hereby conveyed; that the parties of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said note; and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit or permit any waste upon said premises, or the removal of any buildings or other improvements therefrom without the written consent of said second party first had and obtained.

Upon the payment of said promissory note according to the tenor and effect thereof being well and truly made, then, in such case, this conveyance shall become null and void, and shall be released at the cost of the first parties; but in case of failure or default in the