

WITNESS my hand and the seal of said Court, this 5 day of November, 1908.

J. T. Parks, County Judge.

STATE OF OKLAHOMA, CHEROKEE COUNTY.)

I, J. C. Woodson Clerk of the County Court in and for the County and State aforesaid do hereby certify that the above and foregoing to be a full, true and complete copy of the Order Confirming Sale, filed this day in Probate 295, Gdnship of Samuel Tipton, et al, as the same appears on file and of record in my office.

Witness my hand and the seal of said Court, this 5, day of Dec. 1908.

(COURT SEAL)

J. C. Woodson, Clerk County Court.

By.....Deputy.

7 0 5 0.

I hereby certify that this instrument was filed for record Dec. 11, 1908, at 11 o'clock 30 minutes A. M. in Vol. 49, at page 124 of the records of this office at Claremore, Okla.,

W m . P . P a y n e .

Register of Deeds, Rogers County, Oklahoma. (SEAL)

Filed for record at Tulsa Dec. 22, 1908, at 3.45 P. M.

H. G. Walkley

Register of Deeds, Tulsa County, Oklahoma, (SEAL)

COMPARED

.....
Tulsa
2-13-56
M O R T G A G E .

R.P.

FOR THE CONSIDERATION OF FOUR HUNDRED AND NO/100 DOLLARS, the receipt of which is hereby acknowledged, John W. Barber and Cora V. Barber, his wife, of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to Silas W. Ferguson of New York, second party, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to wit:

The South One Half ($\frac{1}{2}$) of the North West One Fourth ($\frac{1}{4}$) of Section Thirteen (13), Township Seventeen (17) North and Range Twelve (12) East of the Indian Base and Meridian in Tulsa County, Okla., It shall be at the option of the party of the second part to declare this mortgage due and payable at any time. should there be oil and gas developed in quantities great enough to damage the land for use as agricultural purposes, by a notice from the second party to the first parties of thirty days of such demand; together with all rents and profits therefrom and all improvements, appurtenances, now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment to said second party, successors or assigns for the principal sum of Four Hundred (\$400.00) Dollars on the first day of January 1913, with interest thereon at the rate of six per cent. per annum until maturity, and at ten per cent. per annum after maturity, said interest to be paid annually, principal and interest being payable at the office of Henry Hornecker, according to the conditions of the certain promissory notes of the said John W. Barber and Cora V. Barber, his wife, for said amount made and delivered unto said second party, being of even date herewith and due as above stated.

The said first party shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes, before delinquent shall keep the buildings thereon insured to the satisfaction of said second party for at leastDollars, delivering all policies and renewal receipts to said second party; and upon the satisfaction of this mortgage, will accept from the mortgagee a duly executed release of the same, have it recorded and pay for the recording.