

of Section Seventeen (17), Township Sixteen (16) North, Range Thirteen (13) East of the Indian Base and Meridian, containing 40 acres more or less, together with all the improvements thereon and appurtenances thereunto belonging or in anywise appertaining.

And the parties of the first part hereby covenant that at the delivery of this mortgage she is the lawful owner of said premises and seized of a good and indefeasible estate of inheritance therein free, clear and discharged of all incumbrances whatever, except none, and that she will warrant and defend the title to and possession of the same unto Mrs. W. A. Hammer, her heirs and assigns forever, against the claims and demands of all persons. All rights of homestead exemption are hereby expressly waived. This mortgage is given to secure the principal sum of Two Hundred Thirty and no/100 (\$230.00) Dollars, owing by the party of the first part, to the party of the second part as evidenced by a certain promissory note for said sum signed by the said first party and of even date herewith due Dec. 15, 1909, and bearing interest at 10 per cent per annum from maturity, payable annually.

It is further agreed that in case second party, her heirs or assigns shall appear in Court to defend protect or preserve the title to and possession of said premises or for the foreclosing of this mortgage, that any cost or expenses so made including a reasonable attorney's fee shall be recoverable from said first parties or be taxed as cost and that this mortgage shall stand as security therefor.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands, this the Dec. 18, 1908

WITNESSES:

Edith Pemberton

C. C. Gatlin

Imy R. Boone.

ACKNOWLEDGEMENT.

STATE OF OKLAHOMA, HUGHES CO.) SS.

Before Columbus C. Gatlin, Notary Public in and for said County and State, duly commissioned and acting as such on this 18 Dec- 1908, personally appeared Edith Pemberton, a widow, 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. and I hereby so certify.

WITNESS my hand and seal as such Notary Public.

Columbus C. Gatlin, Notary Public.

(SEAL) My commission expires Mch. 2- 1911.

Filed for record at Tulsa, Okla., Dec. 28, 1908, at 8 A. M.

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

COMPARED

R.P.

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ASSIGNMENT OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That I, C. W. Smith the owner and holder of the mortgages hereinafter set forth, in consideration of value received, do hereby sell, assign, transfer, set over and convey unto T. S. Saunders, all of my rights, title and interest in and to two certain mortgages as follows:

One certain mortgage bearing date the 28th, day of April, 1908 for \$1552.00 which said mortgage was filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma on the 28th, day of April, 1908, and entered of record in Book 34, at page 194 in said office, covering the Northerly 40 feet of the South $\frac{1}{2}$ of Lot 3 in Block 3, City of Tulsa, as appears from the recorded plat thereof.