

scribed as beginning at the SouthWest corner of the North West Quarter of the NorthEast Quarter of said section, thence North 308-feet, thence East -495-feet, thence South -308-feet, thence West 495 feet to point of beginning, containing Three and One Half acres more or less.

TO HAVE AND TO HOLD THE SAME with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs, and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery thereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs, and assigns forever, against the lawful claims of all persons whomsoever.

Provided always and these presents are upon the express conditions: That if the said parties of the first part their heirs and assigns, shall <sup>and truly</sup> pay or cause to be paid, to the said party of the second part, his heirs and assigns, the sum of One Thousand (\$1000.00) Dollars with interest thereon at the time and manner specified in one certain promissorty note bearing date September 19, 1908, executed by the parties of the first part, payable to the order of A. C. Brown at as follows, \$1000.00 payable Sept 19, 1909 with 10 per cent interest from date until maturity, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal, or interest, when the same is due, or any one of the said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$100.00 attorney fee, all costs of suit, which sum shall be and become an additional lien and be secured by lien on this mortgage, and said parties of the first part hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said parties of the first part shall at all times keep the buildings on said premises insured against loss or damage by fire in a sum not less than \$1000.00 loss if any, payable to the said party of the second part as his interest may appear.

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

SIGNED AND DELIVERED IN THE PRESENCE OF

James M. Ishmael .

Maude Ishmael .