

W. T. Drake, County Judge

(COURT SEAL) My commission expires -----

Approved June 27th, 1908 W. T. Drake, County Judge.

Filed for record Nov/ 18th, 1908, at 2.50 P. M.

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

#####

COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 28th, day of September, in the year of our Lord One Thousand Nine Hundred and Eight, between W. F. Boling and Martha F. Boling, husband and wife of Mounds, of the County of Creek, State of Oklahoma, parties of the first part, and W. F. Boling, guardian of John R. Boling, minor, of Mounds aforesaid, parties of the second part:

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Three Thousand Seven Hundred and Fifty (\$3,750.00) Dollars, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, sell, convey and confirm, unto the said party of the second part and unto his heirs and assigns forever, all of the following ^{described} real estate lying and situate in the County of Creek and State of Oklahoma, to wit:

Lots -5- and -6- in Block -29- in the incorporated town of Mounds, Creek County, Oklahoma according to the official plat of said town; also, The South-west quarter of the south-west quarter of Section 27, Township 17 North, Range 12 East, containing 40 acres according to the United States survey and plat of the land last aforesaid/

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise 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} ~~covenant~~ and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and ^{indefeasible} ~~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 or assigns, shall well and truly pay or cause to be paid, to the said party of the second part his heirs and assigns, the sum of Three Thousand Seven Hundred and Fifty Dollars, with interest thereon at the time and manner specified in one certain promissory note, bearing date September 28th, 1908, executed by the said parties of the first part payable to the order of W. F. Boling, Guardian, at ^{at} ~~Est.~~ National Bank of Mounds, Okla. as follows \$3750.00, payable September 28th, 1913 with 8 per cent interest from date until maturity/ interest payable annually, provided however that the parties of the first part shall have the right to pay said sum of \$3750.00 in full on any interest paying date, with interest to that date. Then and in that ^{case} ~~event~~ these presents and everything herein expressed shall be void, but ^{upon} ~~in~~ default in the payment of any part of the principal or interest when the same is due, or any ^{one} ~~one~~ of 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's fee all cost of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said parties of the first part hereby expressly waive an appraisalment of