

IN WITNESS WHEREOF the said assignee has hereunto set its hand and seal, this 1st, day of November, 1907.

THE UNITED STATES FIDELITY & GUARANTY COMPANY.

Chas. O Lenel, Vice-President.

Albert H. Nick, Asst. Secretary.

(CORPORATE SEAL)

DEPARTEMENT OF THE INTERIOR

C/ F/ S/

WASHINGTON d/ c/? JAN/ ()L(o',

Approved, subject to conditions endorsed on original part of the lease.

Jesse E. Wilson

Assistant Secretary.

Filed for record at Tulsa Oct. 21, 1908. , at 2.55 P. M.

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

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COMPARED

M O R T G A G E.

KNOW ALL MEN BY THESE PRESENTS:

That Bettie Abrams McIntosh and John McIntosh of parties of the first part, for and in consideration of the sum of Five Hundred (\$500.00) Dollars, the receipt of which is hereby acknowledged, have mortgaged and hereby mortgage unto LYNDE BOWMAN DARBY COMPANY, a corporation of Muskogee, Oklahoma, its successors or assigns, the following property, situated in Tulsa County, )Oklahoma, to wit:

The Southeast Quarter ( $\frac{1}{4}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section One (1), Township Nine teen (19) North, Range Fourteen (14) East, containing Forty Acres, more or less, according to the Government survey thereof. Together with all the improvements thereon and the appurtenances thereunto belonging in any wise appertaining.

And the parties of the first part hereby covenant that at the delivery of this mortgage, that they are the lawful owners of the said property, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances<sup>5</sup> whatever, and that they will warrant and defend the title to and possession of the same unto Lynde, Bowman, Darby Company, its successors or assigns forever. against the lawful claims and demands of all persons whomsoever. All rights of Homestead exemption are hereby expressly waived.

This mortgage is given to secure the payment of the said sum of Five Hundred (\$500.00) Dollars, owing by the parties of the first part to Lynde, Bowman, Darby Company, as evidenced by a certain promissory note, signed by the first parties of even date herewith, due November 1, 1918, and bearing interest at six per cent, from date until maturity payable annually, and at ten per cent after maturity; said interest evidenced by ten interest coupon notes, of even date herewith, as follows: One for thirty and 85/100 (\$30.85) Dollars due November 1, 1909, and nine for Thirty (\$30.00) Dollars each, due on the 1st day of November and----- of each year, and bearing ten per cent interest after maturity. Said notes and coupons and this mortgage are given for an actual loan of money by Lynde, Bowman, Darby Company, to the parties of the first part.

It is expressly understood and agreed that this mortgage is the first lien upon the premises hereby conveyed; that the parties of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due: and will neither commit<sup>2</sup> or permit any waste upon the premises, nor the removal of any