

All covenants and agreements herein contained shall run with the land; and this mortgage and the note hereby secured, shall in all respects be governed and construed by the laws of Oklahoma.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands, this 21st, day of October, 1908.

WITNESSES.

K. M. Rowe

Bettie Abrams McIntosh

his  
John X McIntosh  
mark

STATE OF OKLAHOMA: COUNTY OF TULSA. ) SS.

Before me, A. M. Laws, a Notary Public in and for said County and State, duly commissioned and acting as such, on this 21st, day of October, 1908, personally appeared Bettie Abrams McIntosh and John McIntosh, to me known to be the identical person who executed the within and foregoing mortgage, and acknowledged to me that they executed the same as their 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, this 21st, day of October, 1908.

A. M. Laws, Notary Public.

(SEAL) My commission expires 3/13/1910.

Filed for record at Tulsa Oct. 22, 1908., at 8 A. M.

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

COMPARED

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STATE OF OKLAHOMA IMPROVED FARM MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That John M. Durell and Emma L. Durell, husband and wife of <sup>Tulsa</sup> Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to L. D. Marr, Secretary to the Commissioners of the Land Office of the State of Oklahoma, <sup>prty</sup> party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to wit: Lots Five (5) and Six (6) and the South-east quarter of the North-west quarter of Section One (1), township Nineteen (19) North of Range Thirteen (13) East of the Indian Meridian, containing 88 acres, with all improvements thereon and the appurtenances thereunto belonging, and warrants the title to the same. This mortgage is given to secure the principal sum of (\$1800.00) Eighteen Hundred & no/100 Dollars with interest thereon at the rate of five per centum (5) per annum, payable semi-annually from date, according to the terms of one certain promissory note, described as follows, to wit:

Dated Tulsa Oklahoma, October 13, 1908, for the sum of <sup>c</sup> (\$1800.00) Eighteen Hundred & no/100 Dollars payable five (5) years after date to L. D. Marr, Secretary to the Commissioners of the Land office of the State of Oklahoma, or his order, or successor, at the office of <sup>the</sup> said Commissioners in the Capitol of said State, and bearing interest from date at <sup>the rate of</sup> five per centum (5%) per annum payable semi-annually on the thirteenth days of April and October of each year until paid. Notice of demand, presentment, non-payment, protest, notice of protest and appraisal waived. On default in the payment of principal and interest, or either of them, when due and payable, the whole of said amount to become due and payable. With privilege to pay said debt at the expiration of two years, or at any interest paying period thereafter, and with the further privilege of paying <sup>the sum of</sup> \$100.00 or any multiple thereof upon the principal at any interest paying period, and signed by John M. Durell and Emma L. Durell.

It is expressly agreed by and between <sup>said</sup> the parties hereto, that this mortgage is a first lien upon said premises;