

FROM
TREASURER'S ENDORSEMENT

I hereby certify that I received
\$24.00 and issued Receipt No. 4062
therefor in payment of mortgage tax on the
within mortgage.
Dated this 27 day of Jan. 1916
Ed Dalton
County Treasurer

STATE OF OKLAHOMA,

Julesa County, } ss.

This instrument was filed for record in my office
on the 26 day of Jan. A. D. 1916 at 11:15
o'clock A. M., and duly recorded in Vol. 39 of 7 at page 168
(seal) Louis Cline County Clerk
By C. B. Weaver Deputy.
Fees, \$

This Indenture, Made this 25th day of January in the year of our Lord One Thousand Nine Hundred and
sixteen by and between Charles F. Rosser and M. N. Rosser his wife
of the County of Julesa and State of Oklahoma, part 10 of the first part and
D. H. Brunner part 7 of the second part.

WITNESSETH, That the said part 10 of the first part, for and in consideration of the sum of Fifty Five Hundred
(\$5500.00) Dollars, to them in hand paid, by the said part 7
of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm,
unto said part 7 of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land lying and situate
in the County of Julesa and State of Oklahoma, to-wit:

Lots Eleven (11) and Twelve (12) in Block Eleven (11)
in Stonebaker Heights Addition to the City of Julesa
Oklahoma according to the recorded plat thereof

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and
all rights of homestead exemption, unto the said part 7 of the second part, and to his heirs and assigns forever. And the said part 10 of the first part
do hereby covenant and agree that at the delivery hereof they are the lawful owner 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 part 7 of the second part.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:
FIRST: Said Charles F. Rosser and M. N. Rosser his wife
justly indebted unto the said part 7 of the second part in the principal sum of Fifty Five Hundred
Dollars, in full payment of the present standard of weight and fineness,
being for a loan thereof made by the said part 7 of the second part, to the said part 10 of the first part

and payable according to the tenor and effect of one certain negotiable promissory note, numbered 10-19, executed and
delivered by the said part 10 of the first part, bearing date of January 25, 1916, payable to the
order of said part 7 of the second part, at the rate of 8 per cent per annum, payable semi-annually on the 25th day of
July and January in each year, and 10 per cent per annum after maturity, the installments of interest
being further evidenced by 4 coupons attached to said principal note, and of even date therewith and payable
to the order of said part 7 of the second part.

SECOND: Said part 10 of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and
improvements on said land insured in some reliable fire insurance company, to the satisfaction of the holder hereof, and to keep the same insured for the full term of the loan, and to pay the same, and if the taxes or insurance premiums are not paid when due, by the part 10 of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 10 per cent per annum and the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part 10 of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not
commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security
for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part 10 of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note, or any part thereof as
the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money
hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said part 10 of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the
insurance policy, a reasonable attorney's fee of not less than Fifty Hundred Dollars shall be added, which this mortgage also secures.
And that the said part 10 of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead
exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and effect.
IN TESTIMONY WHEREOF, The said part 10 of the first part hereunto subscribed their names and affixed seal on the day
and year first above mentioned.

Executed and delivered in the presence of

Internal Revenue Stamp
on (Original Note)

Charles F. Rosser
M. N. Rosser

STATE OF OKLAHOMA, } ss.

Before me, A. J. Hamel in and for said County and State,

on this 25th day of January 1916 personally appeared Charles
F. Rosser and M. N. Rosser his wife to me known to be the identical person who executed the within and
foregoing instrument, 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.

My commission expires June 3 1919.

(seal) A. J. Hamel
Notary Public