

WITNESSETH: That the said party of the first part, in consideration of the sum of Nine hundred and seventy five dollars to them duly paid, have mortgaged and hereby mortgage to the party of the second part, her heirs and assigns all the following described real estate and premises, situated in Tulsa County, and State of Oklahoma, to-wit: The southwest quarter of the southwest quarter of section eleven (11) and the northwest quarter of the northwest quarter of section fourteen (14) and the north half of the southeast quarter of section eighteen (18) all in township nineteen (19) north, range ten (10) east of the Indian Base and Meridian, with all improvements thereon and appurtenances thereto belonging and warrant the title to the same, and waive the appraisalment.

This mortgage is given to secure the payment of the sum of \$975.00 with interest thereon from date at the rate of ten (10%) per cent per annum until paid, said note being due and payable on demand.

Said party of the first part agree to pay all taxes and assessments levied on said premises, and the interest represented by this mortgage lien, and the debts secured thereby, promptly when due and all sums necessary to protect the title and possession of said premises, and to keep the buildings on said premises insured against damage by fire and tornado in some company acceptable to said second party, for not less than \$_____ with loss, if any, payable to the mortgagee, as his interest may appear, and on failure of the part-- of the first part to perform any of these agreements, the mortgagee, his heirs and assigns, may pay all such sums, and the amounts so paid shall be a lien on said premises collectible in the same manner as the indebtedness hereby secured, with interest at the rate of ten per centum.

If default is made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, or if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall obtain interest at ten per centum until fully paid, and said mortgage may be foreclosed, and the above described premises sold in the manner prescribed by law, to pay all sums due said mortgagee as above set forth, together with interest and costs, and an attorney's fee, of Fifty Dollars which shall become due upon the filing of petition in foreclosure.

The foregoing conditions being performed, this mortgage to be void, otherwise of full force and virtue.

In witness whereof, the party of the first part has hereunto set his hand the day and year first above written.

Henry Mayberry.

State of Oklahoma, County of Wagoner)SS,

Before me, a Notary Public, in and for said county and state on this 5th day of September, 1922, personally appeared Henry Mayberry, Creek Freedman Roll No. 5584, to me known ^{be} to the indential person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires Jan. 17, 1924

(SEAL) Carl Deikman, Notary Public.

Filed in Tulsa County, Okla. on Sept. 15, 1922, at 9:40 A.M. and duly recorded in book 428 - page 132. By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.