

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

My commission expires Sept. 22, 1922 (SEAL) Jennie L. Hoover, Notary public
 Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 30, 1923 at 4:20 o'clock P. M. in
 Book 454, page 490

By Brady Brown, Deputy (SEAL) O.G. Weaver, County, Clerk

220570 C. J.

COMPARED

STATE OF OKLAHOMA

IMPROVED FARM MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That F. C. Bieberich and Ernestina Bieberich husband and wife, of Broken Arrow, in the State of Oklahoma, parties of the firstpart, have mortgaged and hereby mortgage to the Commissioners of the Land Office of the State of Oklahoma, parties of the second part, the following described real estate and premises, in Tulsa County, State of Oklahoma, to-wit:

The West Half (W $\frac{1}{2}$) of the South East Quarter (SE $\frac{1}{4}$) of Section Five (5), Township Eighteen (18) North, Range fourteen (14) East of the Indian Meridian, less One (1) Acre in the South West Corner from School purposes, containing seventy-nine (79) Acres, more or less, according to the Government survey thereof.

with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. This mortgage is given to secure the principal sum of Five thousand and no/100 (\$5000.00) DOLLARS, with interest thereon at the rate of five per centum per annum, from date, payable semi-annually, according to the terms of one certain promissory note, signed by the above parties, and described as follows, to-wit:

Dated Broken Arrow, Oklahoma, January 26, 1923, for the sum of Five thousand and no/100 (\$5000.00) DOLLARS, payable January 15, 1928 to the commissioners of the Land Office of the State of Oklahoma, or their order, at the office of the said commissioners in the Capitol of said State, and bearing interest from date at rate of five (5) per centum per annum, payable semi-annually, on the 15th day of January and July of each year until paid, which interest is evidenced by ten coupons interest notes of even date herewith and executed by said parties of the first part, one (the first) for \$117.35 due on the fifteenth day of July, 1923, and nine notes for \$125.00 each, one due on the fifteenth day of January, and one due on the fifteenth day of July, of each year until all are 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, when due and payable, the whole of said amount to become due and payable. It is agreed that the parties of the first part may, at any time before maturity thereof, pay the whole of said debt, principal and interest, or may partially discharge same by payment of \$100.00, or any multiple thereof.

It is expressly agreed by andbetween said parties hereto, that this mortgage is a first lien upon said premises; that the said parties of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or other sums necessary to protect the rights of said second party, or assigns, and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upon the breach of warranty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any tax or assessment herein