

who subscribed the name of the maker thereof to the foregoing instrument as its vice president and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

My commission expires  
November 17, 1924.. (SEAL)

M. F. Adler, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma Apr. 5, 1924 at 11.55 A.M. in Book 443  
Page 515.

Brady Brown, Deputy

(SEAL)

O. G. WEAVER, County Clerk.

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#255480 NS

STATE OF OKLAHOMA IMPROVEMENT FARM MORTGAGE

TRUSTEES' ENDORSEMENT

I hereby certify that the above described mortgage was duly recorded in the public records of the State of Oklahoma, and that the same is a valid and enforceable mortgage in accordance with the laws of the State of Oklahoma.

KNOW ALL MEN BY THESE PRESENTS; That Malinda Nowell and Ben P. Nowell, (otherwise known and the same person as Ben F. Nowell), wife and husband of Bixby, in the State of Oklahoma, parties of the first part,

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 Northeast Quarter ( $NE\frac{1}{4}$ ) and all of the Northwest quarter ( $NW\frac{1}{4}$ ) of Section Thirty-five (35), Township Seventeen (17) North of Range Thirteen (13) East of the Indian Meridian, containing Two Hundred and Forty Acres, more or less, according to the U.S. 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 Fifty-four Hundred and No/100 ----- (\$5400.00) 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 Bixby, Oklahoma, February 15th, 1924, for the sum of Fifty-four Hundred and No/100 .... (\$5400.00) Dollars payable Feb.-15-1929 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 February and August of each year until paid, which interest evidenced by ten coupon interest notes of even date herewith and executed by said parties of the first part, one (the first) for \$135.00 due on the fifteenth day of August 1924, and nine notes for \$135.00 each, one due on the fifteenth day of February and one due on the fifteenth day of August of each year until all are paid. Notice of demand, presentment, non-payment, protest, notice of protest and appraisement 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 the payment of \$100.00 or any multiple thereof.

It is expressly agreed by and between 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,