

The Southwest Quarter of Section Four (4); also the South Half of the Northwest Quarter, and Lot Three (3), and the South thirty (30) acres of Lot Four (4), all in Section Four (4); also the North twenty-one and twelve-one-hundredths (21.12) acres of Lot Four (4), of Section Four (4); also the North twenty and seventy-eight-one-hundredths (20.78) acres of Lot One (1), in Section Five (5); also the southeast quarter of the northeast Quarter and the South thirty (30) acres of Lot One (1), of Section Five (5); all in Township Sixteen (16) North, Range Thirteen (13) East of the Indian Base and meridian.

TO HAVE AND TO HOLD the above bargained, premises unto the said party of the second part, his heirs and assigns, to the only proper use and benefit of the said party of the second part, his heirs and assigns, forever; and the said parties of the first part do covenant with the said party of the second part, his heirs and assigns, that at the time of the delivery of these presents they are well seized of said premises in fee simple, that they are free from all incumbrances and charges whatever, and that they will, and their heirs, executors, successors and assigns shall, forever, warrant and defend the title to the same against all lawfull claims whatsoever;

PROVIDED always that these presents are upon the express condition that the said parties of the first part shall and do well and truly pay or cause to be paid to the said party of the second part, his heirs and assigns, the sum of Fifty Thousand Dollars, as evidenced by ten promissory notes of \$5000.00 each, of even date herewith, due and payable two years after date, with interest from date at the rate of seven percent per annum, executed by D. N. Fink as Trustee for George Warren Barnes, to the said party of the second part, his heirs and assigns, to which these presents are collateral, and shall also pay all taxes and assessments of whatever nature levied upon the said premises, Then and in that event these premises shall be null and void; otherwise, to remain in full force and effect.

It is also agreed that should any default be made in the payment of any of the sums secured by this mortgage, or if the parties of the first part shall permit any liens to be placed on said premises affecting the security of this mortgage, or fail to keep any and all of the covenants herein, then and in that event the entire amount herein secured shall become due and payable without notice, if the said party of the second part shall so elect.

And it is further expressly agreed that in the event any proceedings shall be taken to foreclose this mortgage a reasonable attorney's fee shall be charged and collected out of the proceeds of the sale of said property, in addition to all other legal costs, and shall be a part of the debt secured by this mortgage. Appraisement of said premises is hereby waived or not, at the option of the party of the second part.

Witness our hands the day and year first above written.

D. N. Fink - Trustee for George Warren Barnes

George Warren Barnes

Madge M. Barnes
Parties of the first part.

H. L. Rose, Trustee
Party of the second part.

STATE OF OKLAHOMA
SS
COUNTY OF MUSKOGEE

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of June, 1922, personally appeared D. N. FINK, Trustee for George Warren Barnes, to me known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as his free and voluntary act and deed in the capacity therein stated, for the uses and purposes therein set forth.