

for the uses and purposes therein set forth.

Witness my hand and official seal the day and date above written.

(SEAL) E. M. Zebold, Notary Public.

My commission expires June 22nd, 1926.

Filed for record in Tulsa County, Okla. on March 19, 1923, at 1:30 P.M. and duly recorded in book 445, page 266, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

224896 - BH

OKLAHOMA FIRST MORTGAGE.

Know all men by these presents: That Paul E. Bower, a single man of the County of Muskogee, and State of Oklahoma, party of the first part, for and in consideration of the sum of one thousand and no/100 (\$1000.00) dollars to him in hand paid by Virgil R. Coss Mortgage Company, a corporation, of Muskogee, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and mortgage unto the said Virgil R. Coss, Mortgage Company, its successors or assigns, the following described premises, situate in the County of Tulsa, and State of Oklahoma, to-wit:

The north east quarter of the northeast quarter
numbered
of section/thirty six (36) township numbered eighteen (18N) north, range numbered fourteen (14E) east of the Indian Meridian, containing in all forty acres of land, more or less, according to Government survey thereof.

To have and to hold the same, together with all and singular the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors or assigns, forever. And the said party of the first part covenants and agrees that at the delivery hereof he is the lawful owner of the premises hereby conveyed and seized of a good and indefeasible estate of inheritance, free and clear of all encumbrances, whatsoever, and he will warrant and forever defend the title to and possession of the same unto the said party of the second part, its successors or assigns, against the lawful claims of all persons, whomsoever. This conveyance, however, is intended as a mortgage for the better securing of the said sum of one thousand and no/100 (\$1000.00) dollars justly due and owing by the said party of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by one certain promissory note bearing ^{even} date herewith, and due on the first day of April, 1928, and bearing six per cent interest from date, payable semi-annually, evidenced until maturity by interest coupon notes thereto annexed, and ten per cent interest after maturity; given for an actual loan of money.

It is expressly understood and agreed by and between the parties hereto, that this mortgage is the first lien on the premises hereby conveyed; that the party of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said note, and will also pay all taxes and assessments levied against the premises hereby conveyed when due, and will neither commit nor permit any waste upon said premises, or the removal of any building or other improvements therefrom without the written consent of the said second party first had and obtained.

Upon payment of said promissory note according to the tenor and effect thereof, being well and truly made, then, in such case, this conveyance shall become null and void, and shall be release at the cost of the first party; but in case of failure or default in the payment of said promissory note when due, or any part thereof, or any interest