this lith day of July, 1924 personally appeared F. S. Gum to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its president and acknowledged to me that he executed the same as his free and voluntary act mid deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires May 21, 1928 (SEAL) Emma L. Powell, Notary Public Filed for record in Aulse County, Tules Oklahoma, Aug 7, 1924 at 4:20 o'clock P. M. in Book 492, page 552

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk 264718 C.J. STATE OF OKLAHOMA Margin High High Improved Farm Mortgage

KNOW ALL MEN BY THESE PRESENTS:

()

()

()

That W. A. Markham and Nannie Markham, husband and wife, of Broken Arrow, 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 Tules County, State of Oklahoma, to-wit: The South West Quarter (SW#) of the North West Quarter (NW#) of Section

Sixteen (16) Township Seventeen (17) North Range Fourteen (14) East of the Indian Meridian containing Forty (40) acres more or less.

with all improvements there on and appurtenances the reunto belonging, and warrant the title to the same. This mortgage is given to secure the principal sum of Two Thousand & No/100 (\$2000.00) DOLLARS, with interest there on 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, Aug 2nd 1924, for the sum of Two Thousend & No/100 (\$2000.00) DOLLARS, payable Aug. 15th 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 August and February, of each year until paid, which interest is evidenced by ten coupon interest notes of even date herewith and executed by said parties of the first part, one (the first) for \$53.60 due on the fifteenth day of February, 1925, and 'nine notes for \$60.00 each, one due on the fifteenth day of August, and one due on the fifteenth day of February 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 payment of \$100.00, or any multiple thereof.

It is expressly agreed by and between said parties hareto, 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 there on 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.

1.12

553