

Township Twenty One (21) North, of Range Fourteen (14) East of the Indian Meridian, containing 40 acres, more or less, according to the Government survey, together with all the rents and profits therefrom, and all improvements and appurtenances now or hereafter in anywise belonging thereto, and the said first parties hereby warrant the title thereto against all persons whomsoever. This mortgage is given subject to a mortgage of even date herewith to The Union Central Life Insurance Company, securing the sum of \$500.00.

This mortgage is given to secure the payment of the full sum of \$50.00 as evidenced by five promissory notes of even date herewith, signed by said first parties, payable to the said second party, as follows:

Ten and no/100 Dollars on the 12th, day of January, 1910; Ten and no/100 Dollars on the 12th, day of January 1911; Ten and no/100 Dollars on the 12th, day of January 1912, Ten and no/100 Dollars on the 12th, day of January 1913; Ten and no/100 Dollars on the 12th, day of January 1914. with interest thereon at the rate of ten per cent per annum, after maturity until paid, principal and interest payable at the office of Humphrey & Humphrey in Independence Kansas.

It is expressly agreed that if the first parties shall pay the said sum or sums of money above provided at the times the same are made due and payable, then these presents shall become null and void and the second party shall release the same of record. But in case of failure of first parties to pay the said sum or sums of money hereby secured when due, or any taxes or assessments levied against said above described property before delinquent or any other liens that may attach to said property before foreclosure, or shall permit default to be made in the performance of any of the conditions of the first mortgage above mentioned, then the whole sum or sums of money hereby secured shall forthwith become due and payable at the option of the second party, and no demand or notice shall be necessary before commencement of suit to foreclose this mortgage, and in case of foreclosure hereof or suit to collect the money hereby secured the first parties agree to pay a reasonable attorneys fee as provided in said notes, in addition to all other legal costs and fees; and the first parties hereby waive all benefit of the appraisement, stay and homestead exemption laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands, this 12th, day of January, 1909.

Lewis H. Rogers

Julia B. Rogers

STATE OF OKLAHOMA, )  
                              ; SS  
ROGERS COUNTY.      )

Before me, a Notary Public in and for said County and State, on this 21st, day of January 1909, personally appeared Lewis H. Rogers and Julia B. Rogers, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

George L. Hicks, Notary Public.

(SEAL) My commission expires June 5th, 1911.

Filed for record at Tulsa, Okla., Jan. 22, 1909, at 8.10 A. M.

H. C. Walkley, Register of Deeds (SEAL)