

contained, said party of the second part, his heirs or assigns, agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, to take charge of said property on demand without process of law, and proceed with the foreclosure of this instrument as provided by law.

IN TESTIMONY WHEREOF the parties of the first part have hereunto subscribed their names the day and year first above written.

Allen Cook.

Mary E. Cook.

STATE OF OKLAHOMA, )  
                              ) SS.  
COUNTY OF TULSA, SS. )

Before me, the undersigned, a Notary Public in and for said County and State on this 28th, day of January, 1909, personally appeared Allen Cook and Mary E. Cook, 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.

C. W. Singleton, Notary Public.

(SEAL) My commission expires Dec. 12, 1911.

Filed for record at Tulsa, Okla., Feb. 6, 1909 at 1.50 P. M.

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

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# M O R T G A G E.

KNOW ALL MEN, That John F. Warren and Ida J. Warren (husband and wife) of Tulsa County, Oklahoma, mortgagors, hereinafter called first party, to secure the payment of the sum of Thirteen Hundred Fifty and 00/100 Dollars, in hand paid by L. W. Clapp, mortgagee, second party does by these presents mortgage to the said L. W. Clapp/ the following described premises situated in Tulsa County, Oklahoma, to wit:

The Southeast Quarter (SE $\frac{1}{4}$ ) of the North East Quarter (NE $\frac{1}{4}$ ) of Section Two (2), Township Sixteen (16) North, Range Thirteen (13) East, and the East Half (E $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) and the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-six (36) Township Seventeen (17) North, Range Thirteen (13) East of the Indian Meridian, containing One Hundred Sixty acres, more or less, according to the Government survey, with all the appurtenances, and warrant the title to the same.

This mortgage is made to secure the payment of the money, and the performance of the agreements hereinafter agreed upon to be paid and performed by the first party/ to wit)

FIRST:- The first party will pay to the said L. W. Clapp, his heirs or assigns, at the office of L. W. Clapp, in Wichita, Kansas, Thirteen Hundred Fifty and 00/100 Dollars, according to the terms of one promissory note dated January 26th, 1909, executed by the said first party, said note being in amount as follows:-

One Note for Thirteen Hundred Fifty and 00/100 Dollars, bearing interest from the date therein stated at 5  $\frac{1}{2}$  per cent per annum, payable semi-annually.

Second:- That in case of default in payment of said note or any of said notes, or interest, or of any sum herein agreed to be paid, or in default of performance of any agreement herein contained, first party will pay to the second party, his heirs or assigns, interest