

STATE OF OKLAHOMA,)
 : SS.
OKMULGEE.)

On this 1st, day of May 1909, before me, Alfred W. Anderson, a Notary Public, in and for said County and State, personally appeared Barclay Morgan and Ninah Morgan, 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.

And the said Ninah Morgan, wife of the said Barclay Morgan, stated that she understood the said instrument, that she consented to the making of the foregoing deed, and had voluntarily signed and sealed her relinquishment of homestead rights in the lands therein mentioned and described for the uses and purposes therein set forth.

Alfred W. Anderson, Notary Public.

(SEAL) My commission expires Sept. 29, 1912.

Filed for record at Tulsa, Okla., May 7, 1909, at 8 o'clock A. M.

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

Handwritten musical notation (treble clef, notes, and rests).

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 20 day of April A. D., 1909, between D. A. Shriver & Martha J. Shriver, of Oklahoma, County, in the State of Oklahoma of the first part, and Merchant and Planters Insurance Company, of Tulsa Oklahoma; of the second part:

WITNESSETH: That said parties of the first part, in consideration of the sum of Ten Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain sell and convey unto said party of the second part, their heirs and assigns, all the following described real estate, situated in Oklahoma County, and State of Oklahoma, to-wit:

SW $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the SE $\frac{1}{4}$ & S $\frac{1}{2}$ of SE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of Sec. 25, Town 12
Range 4 W of North, containing 15 ach.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

, This conveyance is intended as a mortgage to secure the payment of One promissory note of even date herewith. One note for \$ 10,000.00 due April 20, 1914. Made to Merchants & Planters Insurance CO., or order, payable at Tulsa, with six per cent interest per annum, payable annually and signed by D. A. Shriver & Matha J. Shriver.

Said first party hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances except (2000) Two Thousand Dollars, dw in Dec. 1911. That they have good right and authority to convey and encumber the same and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first party agrees to insure buildings on said premises in the sum of \$2000.00 for the benefit of the mortgage of first mortgage, and maintain such insurance during the existence of this mortgage. Said first party agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the plaintiff One Hundred dollars as attorney's/fees therefor in addition to all other statutory fees, said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises described