

personally known to me to be the person who signed the foregoing instrument and acknowledged that he signed the same for the purposes therein set forth and that it is his voluntary act and deed.

(SEAL)

W. M. Everts, Notary Public.

My commission expires April 8 1911.

Filed for record at Tulsa Nov. 26, 1909 at 12 o'clock

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

OKLAHOMA REAL ESTATE MORTGAGE.

COMPARED

IN CONSIDERATION OF Two Thousand Dollars Elizabeth Baker and John * Baker, Wife and husband of Rogers County, State of Oklahoma, (who will be described and referred to now and hereinafter in this instrument in the plural as mortgagors, whether one or more in number), hereby grant, bargain, sell, convey and mortgage unto C.H. Kirshner mortgagee the following described real estate situated in Tulsa County, Oklahoma, to-wit:

All of the Southeast Quarter of Section Nine (9) Township Twenty one (21) Range Thirteen (13) East, Except the Northwest Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southeast Quarter ($\frac{1}{4}$) of said Section Nine (9) Township Twenty one (21) Range Thirteen (13) East, and containing One hundred and fifty (150) acres more or less according to the Government survey thereof.

The Mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors are justly indebted unto said mortgagee in the principal sum of Two Thousand Dollars, for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certain principal note executed by said mortgagors, bearing date October Ninth (9) 1909 payable to the order of said mortgagee C.H. Kirshner, on the first day of November 1916, with interest from date until default or maturity at the rate of six per cent per annum, and after default or maturity, at the rate of ten per cent, per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by 14 coupons attached to said principal note, and of even date therewith, and payable to the order of said mortgagee, both principal and interest being payable at American National Bank of Hartford Conn. If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection