

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

of the Indian Meridian, and warrant the title to the same; this mortgage being subject, however to a prior mortgage of the same date for a principal sum of Twenty-five Hundred and No/100 dollars.

The said sum secured hereby is evidenced by a certain promissory note or even date herewith, executed by the said party of the first part, and payable to the order of the party of the second part in two installments Now, if the party of the first part shall fail to pay any installment of the note secured hereby when the same shall become due, or shall fail in any of the terms and conditions of said prior bond or mortgage or said installment note, the whole sum secured hereby shall forthwith become due and payable at the option of the holder hereof, who may immediately proceed to foreclose this mortgage and in case of such foreclosure as often as any such proceeding may be had, the party of the first part agrees to pay an attorney fee of \$50.00 for the service of plaintiff's attorney which shall be due upon the filing of the petition in any such action, and the same shall be a lien upon said land, secured hereby, and shall be included in the judgment of foreclosure, or taxes as costs therein at the option of the holder hereof; and upon sale under any such foreclosure, the party of the first part hereby expressly waives appraisal of said premises and agrees that the same may be sold with or without appraisal at the option of the party of the second part; and the party of the first part expressly agrees to pay any and all sums necessary to protect the title of said premises, or to keep the same from other liens of whatsoever nature, including attorneys fees in all actions attacking such title, or the validity of this mortgage; and if said prior mortgage be assigned in trust, or otherwise, to any other than the second party, then any part of principal or interest secured thereby, and taken upon held or owned by said second party, and by any other sum paid, as authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby, including the installments of said note, shall draw interest at the rate of ten per centum per annum from date until paid, if not paid when due, as provided in said installment note.

Signed and delivered this 9th day of October, 1909.

In Presence of:
George L. Hicks.
E. Pleas.

her
Elizabeth X Baker
mark

John H. Baker

State of Oklahoma, Rogers County, S.S.

Before me George L. Hicks, a Notary Public in and for said County and State on this 16 day of December 1909 personally appeared John H. Baker and Elizabeth Baker, husband and 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.