

My commission expires July 12, 1913.

Filed for record at Tulsa, Okla., Dec. 22, 1909 at 3:30 O'clock P.M.

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

COMPARED

Mortgage Deed.

THIS INDENTURE, Made this 10th day of December, in the year of our Lord One Thousand Nine Hundred and Nine between Thomas Terry and Agnes B. Terry, his wife, of Chaves County, N.M. parties of the first part, and J.E. Leavers of Chaves County, N.M. party of the second part.

WITNESSETH: That the said parties of the first part, for, and in consideration of the sum of Nine Hundred Fifty and No/100 dollars, to them in hand paid by said party of the second part the receipt whereof is hereby confessed and acknowledged, and for the further consideration of the debt herein mentioned and created, have granted, bargained, sold remised, conveyed, released and confirmed, and by these presents do grant, bargain, sell, remise, convey, release and confirm unto the said party of the second part his heirs and assigns forever all the following described lot or parcel of land and real estate, situated ^{being and being} in the County of Tulsa, State of Oklahoma and better described as follows to-wit:

The West Half of the North West Quarter of Section Twelve, in Township Nineteen North, Range Fourteen East Indian Base and Meridian Together with all and singular the lands, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, titles, interests, claim and demand whatsoever, of the said parties of the first, part either in law or equity of, in and to the above granted and described premises, with said hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the said party of the second part his heirs and assigns forever.

PROVIDED HOWEVER, And these presents are on the condition, whereas, said parties of the first part are justly indebted unto the said party of the second part in the sum of Nine Hundred Fifty and no/100 dollars, as evidenced by two promissory notes bearing even date herewith which said notes are in words and figures as follows, to-wit: Copy hereto attached.

\$625.00

Copy. Roswell, N.M. Dec. 10, 1909.

On or before Six Months after date we promise to pay to J.E. Leavers or order, Six Hundred Twenty five and no/100 Dollars for value received with ten per cent interest per annum thereon from date until paid, payable annually; and if the interest thereon be not ^{promptly} paid when due the same shall be added to and become a part of the principal, and bear interest at the rate of ten per cent If not paid at maturity and placed in the hands of an attorney for collection, 10 per cent additional on unpaid principal and interest shall be added hereto as attorneys fees.

Thomas Terry

Payable at First National Bank,
Roswell, New Mexico.

Agnes B. Terry.