

TO HAVE AND TO HOLD THE SAME unto the said second party, his heirs and assigns, forever.

And the said first parties hereby covenant and agree with the said second party that at the execution and delivery hereof, the first parties are the owners of the above described premises, free and clear of any incumbrance whatever, and will forever warrant and defend the title to the said real property in and to the second party, his heirs and assigns, against all claims or acts of the first parties and those of all persons claiming by, through and under them.

IN TESTIMONY WHEREOF, witness our hands and seals the day and year first above written.

H. C. Ashby (SEAL)

Ruth F. Ashby (SEAL)

STATE OF OKLAHOMA,)
: SS.
T U L S A COUNTY.)

BEFORE ME, a Notary Public, in and for said County and State, on this 12th, day of July 1909, personally appeared H. C. Ashby and Ruth F. Ashby, 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.

WITNESS my hand and official seal, the day and date above written.

Lester Currie, Notary Public.

(SEAL) My commission expires June 28th, 1912.

Filed for record at Tulsa, Okla., Jul. 28, 1909, at 4.20 o'clock P. M.

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

M O R T G A G E.

KNOW ALL MEN BY THESE PRESENTS:

That I, Rufus Roberts, of Catoosa, Oklahoma, party of the first part, for and in consideration of the sum of One Hundred and no/100 (\$100.00) Dollars, the receipt of which is hereby acknowledged, have mortgaged and hereby mortgage unto Lynde-Bowman-Darby Company, a corporation, of Muskogee, Oklahoma, its successors or assigns; the following property, situated in Tulsa County, Oklahoma, to-wit:

Northeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of Section Thirty Six (36), Township Nineteen (19) North, Range Fourteen (14) East, together with all the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining.

And the party of the first part hereby covenants that at the delivery of this mortgage he was the lawful owner of the said property, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatever; and that he will warrant and defend the title to and possession of the same unto Lynde-Bowman-Darby Company, its successors or assigns, forever, against the lawful claims and demands of all persons whomsoever. All rights of homestead exemption are hereby expressly waived:

This mortgage is given to secure the payment of the said sum of One Hundred and no/100 (\$100.00) Dollars, owing by the party of the first to Lynde-Bowman-Darby Company, as evidenced by a certain promissory note, signed by the first party, of even date herewith due July 27th, 1911, and bearing interest at ten per cent, from maturity, payable annually