

WITNESS my hand and official seal the date above written.

L. H. Taylor, Notary Public.

(SEAL) My commission expires Oct. 16, 1912.

Filed for record at Tulsa, Okla., Aug. 13, 1909, at 8 o'clock A. M.

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

[illegible]

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 3rd, day of August A. D. 1909, between Lewis B. Malone, of Muskogee, Muskogee County, in the State of Oklahoma, of the first part, and James E. Whitehead of McAllister, Pittsburg County, in the State of Oklahoma, of the second part:

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

The North Half of the Northwest Quarter of Section Thirty Two (32) and the East Half of the Northeast Quarter of Section Thirty One (31) all in Township Nineteen (19) North Range Twelve (12) East. This Mortgage is subject to a first mortgage executed June 22nd, 1908 in the sum of \$450.00 by the said Lewis B. Malone to Abe Sholtz, as same appears of record in Tulsa County, Oklahoma.

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 for \$250.00 due December 1st 1909, payable at McAllister Oklahoma, with 10 per cent interest per annum, payable semi-annually and signed by Lewis B. Malone & C. M. Bradley.

The first party hereby covenant that he is the owner in fee simple of said premises and that they are free and clear of all incumbeances. That he has good right and authority to convey and encumber the same and that he will warrant and defend the same.

Said first party expressly agree, that in case of foreclosure of this mortgage, and as often as any proceedings shall be commenced to foreclose same as herein provided, the mortgagor will pay to the same plaintiff----Dollars as attorney's fees, 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 the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgement or decree rendered in any action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

The mortgagors for themselves, their heirs, administrators, executors, successors or assigns, hereby consent that any action to foreclose this mortgage may be brought in the County in which the land described is situated, and hereby waive any objection to such venue of said action.

Now, if said party of the first part shall pay or cause to be paid to the said second party, heirs or assigns, said sum of money in the above described note mentioned,