

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge, at his option, any and all liens or incumbrances upon said property, prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the party of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed his name, on the day and year first above written.

Executed and delivered in Presence of:

C. F. Tingley, Tulsa.

W. T. Carns

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS.

BEFORE ME, Claude F. Tingley, a Notary Public, in and for said County and State, on this 27th, day of September 1909, personally appeared W. T. Carns, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal on the date last above written.

Claude F. Tingley, Notary Public.

(SEAL) My commission expires Sept. 17th, 1910.

Filed for record at Tulsa, Okla., Sep. 28, 1909, at 9.35 o'clock A. M.

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

COMPARED

WARRANTY DEED.

THIS INDENTURE, Made on the 16th, day of August A. D. One Thousand Nine Hundred Nine by and between N. V. Yargee and Susie Yargee, his wife, of the County of McDonald, and State of Missouri, parties of the first part, and Lincoln Post oak, of the County of Tulsa, and State of Oklahoma, party of the second part.

WITNESSETH: That the said parties of the first part, in consideration of the sum of One Hundred and Twenty Dollars to them paid by the said party of the second part, the receipt of which is hereby acknowledged do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part, his heirs and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Tulsa, and State of Oklahoma, to-wit: :

All of Lots One, Two, Three and Four in Block Five of the Yargee Addition yto the town of Red Fork, Oklahoma.

TO HAVE AND TO HOLD THE PREMISES AFORESAID, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said party of the second part and unto his heirs and assigns forever; the said grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim and that they will warrant and defend the title to the said premises