

statements therein contained are true as he verily believes.

Notary Public.

My commission expires

filed for record Dec, 27, 1909 at 3:20 o'clock P.M.

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

COMPARED

OKLAHOMA REAL ESTATE MORTGAGE.

IN CONSIDERATION OF Eight Hundred Sixty-three and 25/100 Dollars, J.P. Curtin and Fannie Curtin, his wife of Tulsa county, State of Oklahoma (who will be described and referred to now and hereafter in this instrument in the plural as mortgagors, whether one or more in number) hereby grant, bargain, sell, convey and mortgage unto Chastain Cathey Lumber Company, a partnership composed of W.E. Chastain and G.T. Cathey mortgagees, the following described real estate situated in Tulsa county Oklahoma,

Lots five (5) and six (6) in block six (6) of the Burgess Hill Addition to the city of Tulsa, Oklahoma according to the recorded plat thereof.

The Mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, except a first mortgage to P.E. Cane for \$1000.00 dated September 8, 1909 due one year after date, with interest at the rate of 8% per annum.

Provided, that whereas said mortgagors are justly indebted unto said mortgagees in the principal sum of Eight Hundred Sixty-three and 25/100 Dollars for a loan ^{made} thereon by said mortgagees to said mortgagors and payable according to the tenor of certain principal note executed by said mortgagors, bearing date December 13, 1909 payable to the order of said mortgagees, Chastain Cathey Lumber Company on the first day of June 1910 with interest from date until default or maturity, at the rate of 8 per cent per annum and after default or maturity both principal and interest being payable at their office at Tulsa, Oklahoma.

If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these present to become void; otherwise to remain in full force and effect

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby, and further to pay any tax, assessment or charge that maybe levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes,

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me, Dec 27 1909, by W.E. Chastain

G.T. Cathey

By J.P. Curtin, Deputy