

peaceable possession of said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided always and these presents are upon the express conditions; that if the said parties of the first part their heirs and assigns, shall well and truly pay or cause to be paid to the said party of the second part his heirs and assigns, the sum of Three Hundred (\$300.00) dollars with interest thereon at the time and manner specified in one certain promissory note, bearing date December 28th, 1909 executed by the parties of the first part, payable to the order of William Anderson, as follows: \$300.00 payable one year after date with 8 per cent interest from date until maturity and 8% int., until paid., then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$50.00 attorney's fee, all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said parties of the first part hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

In testimony whereof, the said parties of the first part have hereunto set their hands and seal the day and year above written.
signed, and delivered in the presence of

O. C. Haney

Alice Haney.

STATE OF OKLAHOMA, COUNTY OF CREEK, SS

Before me, the undersigned, a Notary Public in and for said County and State on this 28th day of Dec 1909 personally appeared O. C. Haney and his wife Alice Haney to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they execute 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 year above set forth.

(SEAL)

W. K. Perrett, Notary Public.

My commission expires Aug 30, 1913.

Filed for record Dec 30, 1909 at 11:50 o'clock A. M..

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

DEED

THIS INDENTURE, made this 29th day of November A. D. 1909 between
Bruce W. Gormly and Mary C. Gormly, his wife, Tulsa County, in the State