

My commission expires May 22, 1913.

Filed for record Feb. 1, 1910 at 2:20 o'clock P. M.

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

COMPARED

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OKLAHOMA FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That John M. Riley of Muskogee, Okla., party of the first part, for and in consideration of the sum of Five Hundred (500) Dollars, the receipt of which is hereby acknowledged, has mortgaged and hereby mortgages unto NEW ENGLAND LOAN AND INVESTMENT COMPANY of Muskogee, Okla., party of the second part, its heirs, successors or assigns, the following property, situated in Tulsa County, Oklahoma, to-wit:

Lot One (1) and the Southwest quarter of the Southeast Quarter of the Northwest quarter of section Thirty-one (31), Township Twenty-one (21) north, Range Fourteen (14) East of the Indian base and Meridian, according to the United States survey thereof, containing Fifty and forty-four hundredths (50 44/100) acres, more or less, as the case may be, together with all the improvements thereon and the appurtenances thereunto belonging or in any wise appertaining.

And the party of the first part hereby covenant that at the delivery of this mortgage he is 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 the said NEW ENGLAND LOAN AND INVESTMENT COMPANY, its heirs 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 FIVE HUNDRED (500) Dollars, owing by the party of the first part to the said party of the second part, as evidenced by a certain promissory note, signed by the first party, of even date herewith, due February 1, 1913 and bearing interest at Eight per cent. from date until maturity payable Semi-annually, and at ten per cent. after maturity; said interest evidenced by SIX interest coupon notes, of even date herewith, as follows: One for Twenty and thirty-five hundredths Dollars, due August 1, 1910, and five for Twenty (20) Dollars, each, due on the 1st day of February and August of each year, and bearing ten per cent. interest after maturity. Said notes and coupons, and this mortgage, are given for an actual loan of money by the party of the second part to the party of the first part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; and the party of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due; and will neither commit nor permit any waste upon the premises, nor the removal of any buildings of