

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 notarial seal the day and year above set forth.

(seal)

Ella Smith, Notary Public.

My commission expires 2/10/1913.

Filed for record at Tulsa, Okla. Jan. 14 1910 at 1:40 O'clock P.M.

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

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

COMPALED

THAT Clarence K. Fesler and Della Fesler, nee Barryhill, his wife, of the county of Tulsa, and State of Oklahoma, parties of the first part, for and in consideration of the sum of Two Hundred Ten (\$210.00) Dollars to them in hand paid by Virgil R. Coss Mortgage Company, a corporation of Muskogee, Oklahoma, party of the second part, the receipt whereof is hereby acknowledged do by these presents Grant, Bargain, Sell, Convey and Mortgage unto the said Virgil R. Coss Mortgage Company, its successors or assigns, the following described premises, situate in the county of Tulsa, and State of Oklahoma, to-wit:

The South Half of the Southwest quarter ($S\frac{1}{2}$ of $SW\frac{1}{4}$) and the Southwest quarter of the Southeast quarter ($SW\frac{1}{4}$ of $SE\frac{1}{4}$) of section numbered Twenty (20) and the Northwest quarter of the Northeast quarter ($NW\frac{1}{4}$ of $NE\frac{1}{4}$) of section numbered Twenty-nine (29) Township numbered Seventeen (17) Range numbered Thirteen (13) East of the Indian Meridian, containing in all One hundred sixty (160) acres of land, more or less, according to Government Survey thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the improvements thereon and the appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors or assigns forever. And the said parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of the premises hereby conveyed and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, whatsoever, and they will warrant and forever defend the title to and possession of the same unto said party of the second part, its successors or assigns, against the lawful claims of all persons whomsoever.

This conveyance however, is intended as a mortgage for the better securing of the said sum of Two Hundred ten (\$210.00) Dollars, justly due and owing by the said parties of the first part to the said Virgil R. Coss Mortgage Company, its successors or assigns, and evidenced by one certain promissory note for the sum of \$210.00 bearing even date herewith, and maturing in one annual periods from the date hereof, and bearing ten per cent interest after maturity.

It is expressly understood and agreed by and between the parties hereto that this mortgage is the second lien on the premises hereby conveyed, that the parties of the first part will pay the indebtedness hereby secured at the time and place and in the manner provided in said note, and will also pay