

TO HAVE AND TO HOLD THE SAID unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

Provided always, and these presents are upon this express condition that whereas said Bettie and W.L. Clark, have this day executed and delivered one certain promissory note in writing of said party of the second part, described as follows:-

One Promissory note for \$162.50, said note bears date of January 20th, 1910, and due March 20th, 1910, said Note is to bear interest at the rate of 10% per annum from date until paid. Provisions is hereby made for the payment of an attorney's fee of \$25.00 in case this mortgage is foreclosed and also for all other costs and expenses incurred in such foreclosure, and this mortgage shall stand security for all such expenses, same to be due upon the filing of petition to foreclose this mortgage.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note, mentioned, together with the interest thereon according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or interest thereon, is not paid when due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Bettie Clark

W.L. Clark

State of Oklahoma)  
Haskell County ( s.s.

Before me J.B. Holleman a Notary Public in and for said County and State on this 21st day of January 1910 personally appeared Bettie Clark and W.L. Clark, her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

J.B. Holleman, Notary Public.

My commission expires June 27, 1912.