

party of the second part, the receipt whereof is hereby confessed and acknowledged has granted, bargained, sold, transferred, assigned and set over and by these presents does grant, bargain, sell transfer, assign and set over, unto the said party of the second part its successors and assigns, a certain Indenture of Mortgage bearing date the tenth day of December A.D. 1909 upon the following described property, situate lying and being in the county of Tulsa, State of Oklahoma to-wit;

The North Half of the Southeast quarter, and the South east quarter of the Southeast quarter of Section 2, and West half of the Northwest quarter of section 12, township 19 North, range 14 east, Creek Nation, Indian Territory, (Now Tulsa County, Oklahoma)

made and executed by Thomas Terry and wife Agnes B. Terry, of Roswell, New Mex. to J.E. Levers of Roswell, New Mexico,

to secure the payment of two certain sums of money according to the terms of two certain promissory notes given by Thomas Terry and Agnes B. Terry, his wife, of Roswell, N.M. to J.E. Levers of Roswell, N.M. dated the tenth day of December A.D. 1909, payable on or before six months from the tenth day of December A.D. 1909 with interest at the rate of ten per centum per annum from date until paid; said Indenture of Mortgages having been duly recorded on the 22 day of Dec. A.D. 1909, in Book 61, Page 612 of the records of deeds and mortgages, of said last above named county.

Together with the notes therein described and the money due and to become due thereon with the interest.

To have and to hold the same unto the said party of the second part its successors and assigns, for its and their use and benefit, subject to the proviso in the said Indenture of Mortgage mentioned.

And the said party of the first part does hereby make, constitute and appoint said party of the second part his true and lawful attorney irrevocably in his name or otherwise, but at the proper cost and charges of the said party of the second part, to have, use and make all lawful ways and means for the recovery of said money and interest, and in case of payment to discharge the same as fully as the said party of the first part might <sup>or could</sup> do if those presents were not made.

In Witness whereof the said party of the first part has hereunto set his hand and seal the sixth day of January 1910.

Signed, sealed and delivered  
in the presence of.

J.E. Levers. (seal)

Territory of New Mexico )

County of Chaves ( s.s.

On this sixth day of January 1910 before me personally appeared J.E. Levers, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(seal)

Forest G. Levers, Notary Public.

My commission expires the 5th day of Feb. 1913.