

therein set forth, and I do hereby so certify.

Witness my hand and Notarial seal this the day and year last above written.

(seal)

Charles L. Torr, Notary Public.

My commission expires Nov. 18, 1912.

Filed for record at Tulsa, Okla. Jan. 5 1910 at 4 o'clock P.M.

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

COMPARED

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

THAT E.F. McLaugh and Mattie A. McLaugh, his wife, of Broken Arrow, Oklahoma, parties of the first part, for and in consideration of the sum of One thousand and no/100 (\$1000.00) dollars, the receipt of which is hereby acknowledged, have mortgaged and hereby mortgage unto Lynde-Bowman-Darby Company a corporation, at Muskogee, Oklahoma, its successors or assigns, the following property situated in Tulsa County, Oklahoma, to-wit: The North Half (1/2) of the Southeast Quarter (1/4) of section Twenty six (26), Township Nineteen (19) North Range Fourteen (14) East, containing 80 acres more or less according to Government survey thereof, together with all the improvements thereon and the appurtenances thereunto belonging or in any wise appertaining.

And the parties of the first part hereby covenant that at the delivery of this mortgage, they are the lawful owners of the said property, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatever; and that they will warrant and defend the title and possession of the same unto Lynde-Bowman Darby Company, its successors 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 One Thousand and no/100 (\$1000.00) dollars owing by the parties of the first part to Lynde-Bowman-Darby Company, as evidenced by a certain promissory note, signed by first parties, of even date herewith, due January 1st 1915 and bearing interest at six per cent from date until maturity, payable annually and at ten per cent after maturity; said interest evidenced by five interest coupons notes of even date herewith as follows: One for Sixty and no./100 (\$60.00) dollars due January 1st, 1911 and four for Sixty and No/100 (\$60.00) dollars each due on the first day of January 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 Lynde-Bowman-Darby Company to the parties of the first part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; that the parties 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; and will not do or permit any work or operations upon said premises by anyone whomsoever, which, in the opinion of the Lynde-Bowman-Darby Company, its successors or assigns, will materially depreciate this security. And it is expressly agreed by said party of the first part that no building or other improvements shall be removed from said