

before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any damage nor for any rental other than that actually received. The appraisal of said premises, if sold on foreclosure is hereby expressly waived.

All covenants and agreements herein contained shall run with the land; and this mortgage and the evidenced of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

In witness whereof, the said parties of the first part have hereunto set their hands on this 3 day of January 1910.

Witnesses:

E. F. McGaugh,

Hattie A. McGaugh.

State of Oklahoma)

Tulsa County (S.E.

Before me a Notary Public in and for said County and State duly commissioned and acting as such, on this 3 day of January 1910 personally appeared E.F. McGaugh and Hattie A. McGaugh, to me known to be the identical persons who executed the within and foregoing mortgage, 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, and I hereby so certify.

Witness my hand and seal as such Notary Public this 3rd day of January 1910.

(seal)

A. W. Laws, Notary Public.

My commission expires 3/13/1910

Filed for record at Tulsa, Okla. Jan. 5 1910 at 8 o'clock A.M.

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

Mortgage.

IN CONSIDERATION OF Twelve Hundred Dollars Walter D. Wright and Jessie O. Wright, Husband and wife, of Tulsa County, State of Oklahoma (who will be described and referred to now and hereafter in this instrument in the plural as mortgagors, whether one or more in number), hereby grant, bargain, sell, convey and mortgage unto C.H. Kirshner mortgagee the following described real estate, situated in Tulsa County Oklahoma, to-wit:

The East Half of the Northwest quarter and the Southwest quarter of the Northwest Quarter, (E $\frac{1}{2}$ NW $\frac{1}{4}$ & SW-NW $\frac{1}{4}$) of section Eleven (11) in Township Nineteen (19) North of Range Fourteen (14) East of the P.I.M.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors are justly indebted unto said mortgagee in the principal sum of Twelve Hundred Dollars for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certain principal note executed by said mortgagors, bearing date December 31, 1909 payable to the order of said mortgagee C.H. Kirshner on the first day of January 1917, with interest from date until default or maturity at the rate of six per cent per annum, and after default or maturity at the rate of ten per cent per annum, payable semi-annually both before and after maturity, the in-