

ments, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all right of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided always, and these presents are upon the express condition: That if the said parties of the first part their heirs and assigns, shall well and truly pay or cause to be paid to the said party of the second part his heirs and assigns, the sum of Eighty Hundred (\$800.00) Dollars with interest thereon at the time and manner specified in one certain promissory note bearing date October 6" 1909, executed by the parties of the first part, payable to the order of Joshua Martin, at Sapulpa, Oklahoma, as follows: \$800 payable October 6" 1910 with 8 per cent interest from date until maturity, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal, or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable each and all of the several amounts herein secured shall immediately become due and payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$25.00 attorney's fee, all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said part-- of the first part hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption stay laws of the state of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said part-- of the first part shall at all times keep the buildings on said premises insured against loss of damage by fire or tornado, in a sum not less than \$-----loss, if any, payable to the said party of the second part, as interest may appear.

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

R.T. Shearer,

Signed and delivered in
the presence of.

F.B. Summers

W.T. Hicks

State of Oklahoma)

County of Creek (S.S.

Before me, the undersigned a Notary Public in and for said County and State on this 4th day of January 1910 personally appeared F.B. Summers, R.T. Shearer and W.T. Hicks, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that