

IT IS UNDERSTOOD between the parties to this agreement that all conditions between the parties hereto shall extend to their heirs, executors, administrators successors and assigns.

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

All erasures and interlineations made before signing.

Signed, sealed and delivered in the presence of
 Vera McBirney, (seal)
 J.H. McBirney (seal)
 Jesse R. Leonard. (seal)

Acknowledgment.

State of Oklahoma, Tulsa County S.

Before me, a Notary Public in and for said County and State on this 28th day of November, 1910 personally appeared Vera McBirney and J.H. McBirney, 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.

Witness my hand and seal as such Notary Public on the day last above mentioned.
 (seal) Saml P. McBirney

My commission expires June 6 1914.

Filed for record at Tulsa, Okla Nov 27, 1910 at 2:20 P.M.

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

LOAN CONTRACT.

TO THE DEMING INVESTMENT COMPANY, Oswego, Kansas.

I HEREBY APPOINT you my agent to negotiate for me either in your own name or in that of any one whom you may choose a loan of Three hundred dollars on five years time bearing interest at the rate of six percent per annum, payable semi annually on the first day of Sept. and March in each year to be secured by first mortgage on land hereinafter described, note, and mortgage to be made payable to anyone the lender may desire, with the principal made payable wherever the lender may designate and on such blanks as notes and mortgages as the lender may furnish. My land upon which I desire this first mortgage loan is as follows, to-wit.

The NW.4 of NE4 Sec 13, Twp. 19 Rge. 15, in Wagoner County, Oklahoma.

As compensation for your services in negotiating this loan, I hereby agree to pay you or the assignee of this contract, the sum of Sixty dollars, payable in notes as follows \$30.00 due Sept. 1st, 1911, \$30.00 due Sept 1st 1912 to bear 10 per cent interest from maturity until paid and to be secured by second mortgage on the above described land, subject only to the principal loan of \$300.

I further agree to furnish and pay all expenses of Abstract of Title to the property offered as security in my application and as above described. I also agree to pay for recording the mortgage or mortgages, and each and every other instrument necessary to clear the title of all incumbrances and perfect said title in me. I further agree to pay interest on the money from Sept. 1st 1910 or from any date thereafter that the papers in said loan may designate.

For value received, I do hereby promise and agree to pay such actual expenses as you have incurred in the negotiation of the loan and examination of the property and title, if I do not obtain said loan by reason of defects in my title