

or by reason of my being unable to remove all incumbrances from said land, and if you or any negotiator to whom you apply for me for above loan, notify me of acceptance of said loan and I am unable to or refuse to complete the said loan, then I agree to pay 5 per cent on amount of loan applied for, and all expenses you or the assignee of this contract may have incurred for such refusal or inability to complete said loan.

And I do authorize you or the assignee of this contract to receive all money due me on said loan and to pay off ^{to} the mortgage or the firm or the company, which negotiated said loan, all incumbrances, leases, taxes, and liens of every kind on my said lands, necessary, to be paid to perfect my title to said lands or any part thereof. And if the loan hereby applied for should not be sufficient to pay off all liens, I agree to pay the deficiency within ten days after the said note and mortgage are executed. If said premises are occupied by any other person, or child of legal age or are rented or leased, I agree to obtain or deliver to you the written disclaimer of said tenant or person, in favor of lender.

I agree to keep the buildings on said premises insured against fire, lightning and wind storms, until said loan is fully paid, in the sum of No--all policies to be written for not less than three years term, in reliable insurance companies approved by your or the lender and to have to each attached a subrogation mortgage clause, with loss, if any, made payable to the said lender or assigns. Said policies with premiums prepaid shall be delivered prior to payment to me of the proceeds of said loan and if, for any reason, I should fail to deliver such insurance policies, you or the lender or assigns are hereby authorized to have all policies written and the premium therefor deducted from the proceeds of said loan.

It is also agreed that your authority to negotiate said loan as my agent shall be irrevocably for thirty days after I have furnished you complete and satisfactory abstract of title, showing perfect title in applicant.

As security for the payment of any and all sum or sums of money to which you may be entitled under this contract, I hereby pledge and mortgage to you the above described real estate.

In witness whereof I have hereunto set my hand August 22 A.D. 1910.

Signed in the presence of
W.T. Brumbaugh

(Sign here) Susie J. Wilborn

State of Oklahoma, Tulsa County SS.

Be it remembered that on this 22 day of August, A.D. 1910, before me, the undersigned a Notary Public in and for the county and state aforesaid, came Susie J. Wilborn who is personally known to me to be the same identical person who executed the foregoing contract, and such person duly acknowledged the execution of the same as her free and voluntary act and deed, for the consideration, uses and purposes therein set forth.

In Testimony whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

(seal)

W.T. Brumbaugh, Notary Public
of Tulsa County, Oklahoma.
Residence, Broken Arrow, Okla

My term expires March 27, 1913

Filed for record at Tulsa, Okla Nov 27, 1910 at 8 A.M.

H.C. Walkley, register of deeds (seal)