

and, third, the overplus, if any, to be paid to the party of the first part, their legal representatives or assigns.

BUT, Until default be made in some one or more of the conditions hereof, the party of the first part shall be entitled to the use of the income, rents and profits of said property.

AND THE SAID PARTY OF THE FIRST PART, For themselves and their heirs, executors and administrators and assigns, does hereby covenant to and with the said party of the second part and its successors or assigns that said party of the first part is lawfully seized of said premises in fee simple; that said part of the first part had good right to grant, sell and convey the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that the said party of the first part will warrant and defend the same against all claims, liens, clouds and demands whatsoever.

This mortgage is delivered in the State of Colorado and is to be construed according to its laws, subject to the lawful restrictions of the state of Oklahoma, so far as it relates to or affects the validity of the first mortgage bond secured hereby. All erasures and interlineations appearing in this mortgage were made by consent of the party of the first part before the execution hereof.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals.

David O. Gilliss (Seal)

Signed and delivered in presence of

Barbara Gilliss (Seal)

STATE OF OKLAHOMA,)
Tulsa County.) SS.

Before me, a Notary Public in and for the said County and State on this 19th day of February A. D. 1910 personally appeared David O. Gilliss and Barbara Gilliss husband and wife, 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, and for the uses and purposes therein set forth.

(Seal)

My commission expires May 18, 1913.

Witness my hand and official seal in said County the day and date first above written.

M. A. Younkman, Notary Public.

Filed for record at Tulsa, Okla. Feb. 19, 1910 at 10:45 A. M.

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

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