

appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to her heirs and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof E. C. Bothwell is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that he will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always And these presents are upon the express conditions; That if the said party of the first part his heirs and assigns, shall well and truly pay or cause to be paid, to the said party of the second part her heirs and assigns, the sum of Fifteen hundred (1500.00) Dollars, with interest thereon at the time and manner specified in on e certain promisory note bearing date August 19th 1909 executed by the party of the first part, payable to the order of Mahala Leader, at Sapulpa Oklahoma, at Office of J. H. Land, as follows \$1500.00 payable August 19th 1911 with 8 per cent interest from date until maturity, interest to be paid semi annually, said note is signed by E. C. Bothwell and H. H. Bell, 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 \$150.00 Attorney fee, all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said party of the first part hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

In Testimony Whereof: The said party of the first has hereunto set his hand and seal the day and year above written.

E. C. Bothwell.

Signed and Delivered in the  
Presence of-----

State of Oklahoma, County of Creek, SS:

Before me, the undersigned a Notary Public in and for said County and State, on this 19th day of August 1909 personally appeared E. C. Bothwell, (a single person) to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

Wm. P. Root, Notary Public.

(Seal)

My commission expires Nov. 1st 1910.

9496. State of Oklahoma, Creek County, SS. This instrument was filed in my office for record on the 19 day of Aug. A. D. 1909 at 2:50 o'clock P. M. and duly recorded in book 7 on page 549. Fees \$-----

Life Sp<sup>er</sup>, Register of Deeds.