

recorded in Record 74, Page 316.

TO HAVE AND TO HOLD said interest to himself, his heirs and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 25 day of March, 1910

J. K. Ronne.

STATE OF OKLAHOMA)
COUNTY OF TULSA.) SS.

Be it remembered that on this day personally appeared before me the undersigned, a Notary Public, in and for said County and State, J. K. Ronne to me well known to be the identical person who executed the above and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the considerations and purposes therein mentioned and set forth.

In Witness whereof, I have hereunto set my hand and affixed my official seal on this the 25th day of March, 1910.

O. F. MACDON, Notary Public.

(Seal)

My commission expires May 22, 1913.

Filed for record at Tulsa, Okla. Mar. 25, 1910 at 4 o'clock P. M.

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

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COMPARED

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Wilton Pemberton ^{of McIntosh County,} in the State of Oklahoma, part--of the first part, in consideration of the sum of Seventy Five Dollars the receipt of which is hereby acknowledged, have mortgaged and hereby mortgage unto Jno W. Porter of Eufaula, Okla. party of the second part and to his heirs and assigns the following described real estate and premises, situated in Tulsa County State of Oklahoma, to-wit:

E/2 of the SW $\frac{1}{4}$; SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. (16), Tp. (16) N. Rng. (13) E. in Tulsa County, Oklahoma.

together with all the improvements thereon and appurtenances thereunto belonging or in any-wise appertaining.

And the parties of the first ^{part} hereby covenant that at the delivery of this mortgage he is the lawful owner of the said premises and seized of a good and indefeasible estate of inheritance therein free, clear of all incumbrances whatever, except----- and that he will warrant and defend the title to and possession of the same unto Jno. W. Porter, his heirs and assigns forever against the lawful claims and demands of all persons. All rights of homestead exemptions are hereby expressly waived. This mortgage is given to secure the principal sum of Seventy Five Dollars, owing by the party of the first part to the party of the second part as evidenced by a certain promissory note for said sum signed by the said first party and of even date herewith due April 22nd. 1910 and bearing interest at 10 per cent per annum from date Payable annually.

It is further agreed that in case said second party his heirs or assigns shall appear in Court to defend, protect or preserve the title to and possession of said premises or for the foreclosing of this mortgage, that any costs or expenses so made including a reasonable attorney's fee shall be recoverable from said first parties or be taxed as costs and that this mortgage shall stand as security therefor.