

Witness my hand and seal the day and year last above written.

(SEAL)

My commission expires Oct. 16, 1913.

Iola Carr Miller,
Notary Public for Tulsa County,
Oklahoma.

Filed for record Feb. 10, 1910 at 2:30 o'clock P. M.

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

OKLAHOMA FIRST MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That the Lynde-Bowman-Parby Company a corporation of Muskogee, Oklahoma, party of the first part, for and in consideration of the sum of eighteen hundred and no/100 (\$1800.00) dollars, the receipt of which is hereby acknowledged, has mortgaged and hereby mortgages unto Hugh F. Curtis, Trustee of Rock Island, Illinois, party of the second part, his heirs, successors or assigns, the following property, situated in Tulsa County, Oklahoma, to-wit: East Half (1/2) of the southwest quarter and the southwest quarter (1/4) of the southwest quarter (1/4) of section sixteen (16), Township nineteen (19) North, Range fourteen (14) East containing 120 acres more or less, together with all the improvements thereon and the appurtenances thereunto belonging or in any wise appertaining.

And the party of the first part hereby covenants that at the delivery of this mortgage it is the lawful owner of the said property, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatever; and that it will warrant and defend the title to and possession of the same unto the said Hugh F. Curtis Trustee, his heirs successors or assigns, forever, against the lawful claims and demands of all persons whomsoever. All rights of homestead exemption are hereby expressly waived.

This mortgage is given to secure the payment of the said sum of eighteen hundred and no/100 (\$1800.00) dollars, owing by the party of the first part to the said party of the second part, as evidenced by a certain promissory note, signed by the first party, of even date herewith, due February 1st, 1915, and bearing interest at seven per cent. ~~from~~ from date until maturity, payable semi-annually, and at ten per cent, after maturity; said interest evidenced by ten interest coupon notes, of even date herewith, as follows: one for fifty nine and 50/100 (\$59.50) dollars, due August 1st 1910, and nine for sixty three and no/100 dollars each, due on the first day of February and August of each year, and bearing ten per cent. interest after maturity. said notes and coupons, and this mortgage, are given for an actual loan of money by the party of the second part to the party of the first part.

It is expressly understood and agreed that this mortgage is the first lien on the premises, hereby conveyed; that the party of the first part will pay for the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due; and will neither commit nor permit any waste upon the premises, nor the removal of any buildings or other improvements therefrom without first obtaining the written consent of the party of the second part, his heirs, successors or assigns.