

of the following described real estate lying and situate in the County of Tulsa, and State of Oklahoma, to-wit:

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 24 Twp. 17 N. Range 12 East. NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 24, Twp. 17 N. Range 12 East. N $\frac{1}{2}$ of NE $\frac{1}{4}$ of Sec. 23, Twp. 17 N. Range 12 East, containing 160 acres more or less.

TO HAVE AND TO HOLD THE SAME with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part do hereby covenant and agree that at the delivery hereof he 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 his heirs and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the express condition: 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 his heirs and assigns the sum of Five Hundred & no/100 dollars with interest thereon at the time and manner specified in one certain promissory note bearing date April 23, 1910, executed by the party of the first part, payable to the order of S.E. Bailey at Kiefer State Bank, at Kiefer, Okla. as follows: \$500.00 payable June 23, 10 with 10 per cent interest from date until maturity 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 is instituted hereon, the holder shall be entitled to recover \$50.00 Attorney fees, 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.

And it is hereby further stipulated that during the continuance of this instrument in force, the said party of the first part shall at all times keep the buildings on said premises insured against loss of damage by fire or tornado in a sum not less than \$----- loss, if any payable to the said part-- of the second part, as ----interest may appear.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year above written.

Walter C. Baker

Signed and delivered in the presence of.

J. R. Landers.
T.E. Farr.

STATE OF OKLAHOMA COUNTY OF GREEK S.S.

Before me the undersigned a Notary Public in and for said county and state on this 23rd day of April 1910, personally appeared Walter C. Baker 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;