

To have and to hold all and singular the above described premises unto the said parties of the second part, their heirs and assigns forever.

In witness whereof, the said party of the first part, guardian as aforesaid, has hereunto set his hand the day and year first above written.

Hugh L. Head, Guardian.

State of Oklahoma, Muskogee County S.S.

Now on this 5th day of May, 1910, before me the undersigned, a Notary Public within and for said County and State, personally appeared Hugh L. Head, as guardian of Juanita Herrick and Willie J. Herrick, minors, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same in the capacity of therein set forth as his free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

G.W. Leopold, Notary Public.

My commission expires Jan. 5, 1912.

Filed for record at Tulsa, Okla. May 9 1910 at 10:30 O'clock P.M.

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

REAL ESTATE MORTGAGE.

THIS INDENTURE WITNESSETH: That Merrill Millwork Company a corporation duly organized under the laws of the State of Oklahoma of Tulsa, Tulsa County, in the State of Oklahoma MORTGAGE AND WARRANT

Unto R. N. Bynum of Tulsa County, Oklahoma, the following described real estate in Tulsa County, Oklahoma, to-wit: The South Seventy (70) feet of Lots One and Two (1 & 2) in Block 143 of Original Town plat of the City of Tulsa, Oklahoma, as shown by the record thereof as recorded in the office of the Register of Deeds in and for Tulsa County, Oklahoma, to secure the payment when the same becomes due of One promissory note described as follows: \$700

Tulsa, Oklahoma, April 12, 1910.

One year after date, for value received we promise to pay to the order of R. N. Bynum, Seven hundred Dollars at Union Trust Company, with interest at the rate of Eight per cent per annum payable annually from date until paid. The interest if not paid when due, to become as principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal proceedings we agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees.

Merrill Millwork Company
By O.E. Morey, President.

T. B. Merrill Secretary.

Mortgagor agrees to pay said notes when due without relief from valuation and appraisal laws; to pay all taxes, including personal taxes, and assessments, and keep the buildings insured for the benefit of Mortgagee, and if mortgagor fails in any of these stipulations, then the Mortgagee may pay the same and the sum so paid shall become a part of this mortgage and bear the same rate of interest. If mortgagor fails neglects, or refuses to pay any one of said notes when the same becomes due, then all of said notes shall become due and payable and this mortgage may be foreclosed accordingly. This instrument is executed and delivered in accordance with instructions of the Board of Directors of said Merrill Millwork Company duly authorizing said President and Secretary to execute and deliver said mortgage in accordance with the conditions as herein set forth.