

Forty feet to the place of beginning.

Effie Stryker
William Stryker

C. H. Hatcher Jr.
Ida V. Hatcher.

Now, if said party of the first part or C.H. Hatcher Jr. or Ida V. Hatcher, shall pay or cause to be paid to said party of the Second part, his heirs or assigns or the said sum of \$2500.00 in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemptions and other exemptions and stay laws of the state of Oklahoma; and if said sum of money is not paid when due according to the terms of said note and the same is collected by foreclosure or suit, then the party of the First Part agrees and promises to pay to the party of the second part an attorney's fee of \$250.

In witness whereof, the said party of the first Part have hereunto set their hands the day and year first above written.

Effie Stryker
William Stryker.

State of Oklahoma, Tulsa County SS?

Be it remembered, that on 28th day of May, 1910, came before me the undersigned a Notary Public within and for the county and state aforesaid, duly commissioned and acting Effie Stryker and William Stryker, to me known as the grantors in the foregoing mortgage and stated that they had executed the same for the consideration and purposes therein mentioned and set forth, and the said Effie Stryker voluntarily appeared before me and declared in the absence of her husband that she had of her own free will executed said mortgage and signed and sealed the relinquishment of dower and homestead in said premises, and the said William Stryker also relinquished his courtesy and homestead in the premises aforesaid for the consideration and purposes therein contained and set forth.

Witness my hand and seal as such officer on this the 28th day of May 1910.

(seal)

C. W. Singleton, Notary public.

My commission expires Dec. 12, 1911.

Filed for record at Tulsa, Okla May 28 1910 at 9:45 o'clock A.M.

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

AFFIDAVIT.

State of Oklahoma, Muskogee County SS.

Artie Garnett being first duly sworn, deposes and states that she is a resident of Muskogee County, State of Oklahoma, that she was formerly Artie Lyons; that as Artie Lyons she was and is the mother of Laura Lyons, deceased; that Laura Lyons was born April 27, 1898 and died on or about June----1899; that the said Artie Lyons was a Creek Freedman and as such was allotted in the Creek Nation to a part of the Creek Lands; that