

real estate lying and situate in the County of Tulsa and State of Oklahoma, to wit: The North East Quarter of the North West Quarter of Section (24) Twenty four, Township Seventeen (17) North, Range Twelve (12) East. The North Half of the North East Quarter of Section Twenty three (23) and the North West Quarter of the North West Quarter of Section Twenty four (24) Township Seventeen (17) North, Range Twelve (12) East.

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 does hereby covenant and agree ^{the lawful owner of the premises above} that at the delivery hereof he is granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever 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 conditions: 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 One thousand & no/100 Dollars with interest thereon at the time and manner specified in one certain promissory note bearing date April 14th 1910 executed by the party of the first part, payable to the order of Kiefer State Bank at Kiefer, Okla. as follows: \$1000.00 payable Oct. 11, 1910 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 be instituted hereon, the holder shall be entitled to recover \$100.00 attorney fee, 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 appraisalment 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 said party 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.

Signed, and delivered in the presence of Walter C. Barber.

S. E. Bailey

N. W. Hibbard.

State of Oklahoma, County of Creek, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of April, 1910, personally appeared Walter C. Barber to me known to be the identical person who executed the within and foregoing instru-