

Filed for record at Tulsa, Okla June 10 1910 at 10:45 o'clock A.M.

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

REAL ESTATE MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

THAT Wilton Pemberton, a single man, of McIntosh County, in the State of Oklahoma, party of the first part, in consideration of the sum of Eighty and no/100 dollars the receipt of which is hereby acknowledged, has mortgaged and hereby mortgage unto The Eufaula National Bank, of Eufaula, Okla. of the second part and to its heirs and assigns the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The E 1/2 of the SW 1/4 S W 1/4 of the S.W. 1/4 of section sixteen (16) Township Sixteen (16) North, and Range Thirteen (13) East.

The North west Quarter of the South West Quarter of Section Sixteen (16) Township Sixteen (16) North, range thirteen (13) East.

This Mortgage is made for the purpose of getting the necessities of life, and said land is free from all prior liens or incumbrances of whatsoever nature, together with all the improvements thereon and appurtenances thereunto belonging or in anywise appertaining.

And the party of the first part hereby covenant that at the delivery of this mortgage he is the lawful owner of the said premises and seized of a good and indefeasible estate of inheritance therein free, clear of all incumbrances whatever, except - - - - -

and that he will warrant and defend the title to and possession of the same unto the Eufaula National Bank, its heirs and assigns forever against the lawful claims and demands of all persons. All rights of homestead exemptions are hereby expressly waived. This mortgage is given to secure the principal sum of Eighty and no/100 dollars owing by the party of the first part to the party of the second part as evidenced by a certain promissory note for said sum signed by the said first party and of even date herewith due July 9th, 1910, and bearing interest at 10 per cent per annum from maturity, payable annually.

It is further agreed that in case said second party its heirs or assigns shall appear in court to defend, protect or preserve the title to and possession of said premises or for the foreclosing on this mortgage, that any costs or expenses so made, including a reasonable attorney's fee, shall be recoverable from said first party or be taxed as costs and that this mortgage shall stand as security therefor.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand this the 9th day of July, 1910.

*Wilton Pemberton*

Wilton Pemberton.

State of Oklahoma, County of McIntosh, SS.

Before Chas L. Follans be a Notary public in and for said county and state, duly commissioned and acting as such, on this the 9th day of June 1910, personally appeared Wilton Pemberton, to me known to be the identical person who executed the within and foregoing mortgage 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 and I hereby so certify.