

plaintiff in the action, and all moneys which may have been advanced by party of the second part for insurance taxes and other liens and assessments, with interest at ten (10) per cent per annum, and which shall become a lien on said premises from date of advancement of sale; second to pay all sums of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and premium and fines thereon, and third, the overplus, if any to be paid to the party of the first part, his legal representatives or assigns.

But until default be made in some one or more of the conditions hereof, the party of the first part shall be entitled to the use of the income, rents, and profits of said property.

AND THE SAID PARTY OF THE FIRST PART for himself and his heirs, executors and administrators and assigns, does hereby covenant to and with the said party of the second part and its successors or assigns that said party of the first part is lawfully seized of said premises in fee simple; that said party of the first part has good right to grant, sell and convey the same, and that said premises are free and clear of all liens and encumbrances of every kind and nature whatsoever and that the said party of the first part will warrant and defend the same against all claims, liens clouds and demands whatsoever.

This mortgage is delivered in the state of Colorado and is to be construed according to its laws, subject to the lawful restrictions of the state of Oklahoma, so far as it relates to or affects the validity of the first mortgage bond, secured hereby. All erasures and interlineations appearing in this mortgage were made by consent of the party of the first part before the execution hereof.

In witness whereof, the party of the first part has hereunto set his hand and seal the day and year above written.  
signed sealed and delivered in presence of/John A. Mercer (seal)

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State of Oklahoma, Tulsa County SS.

Before me a Notary Public in and for the said county and state, on this 16th day of June A.D. 1910, personally appeared John A. Mercer a single man, 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 and for the uses and purposes therein set forth.

(SEAL) My commission expires Jan. 13/1914.

Witness my hand and official seal in said county the day and date first above written.

Lucile Chastain, Notary Public.

Filed for record at Tulsa, Okla June 16 1910 at 2:55 o'clock P.M.

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

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COMPARED

State of Oklahoma Tulsa County .

I, C.C. McGinnis do hereby verify that there are not any mortgages or other encumbrances on the following described property.

SE4 of NE4 of SE4 of Sec 14, Town. 22 Range 17 Rogers County, Oklahoma.

C.C. McGinnis.

State of Oklahoma, Tulsa County SS.

Before me, a Notary Public within and for said county and state,