

My commission expires Sept. 21st, 1912.

Filed for record at Tulsa, Okla, Jul. 30, 1910 at 9:00 /o'clock A.M.

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

COMPARED

MORTGAGE.

Know all men by these presents. that Nellie Short, a widow, of Muskogee, Muskogee County, State of Oklahoma, party of the first part, for and in consideration of the payment of One Dollar and other valuable considerations, has mortgaged and hereby mortgage to P. J. Carey, of Muskogee, Muskogee, County, State of Oklahoma, party of the second part lots seven and eight in Block One in Lindsey's First Addition to the City of Tulsa, Tulsa County, State of Oklahoma according to the recorded plat thereof, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same, except as to one certain mortgage given to one McDougal as guardian of Rowie Pitman for the sum of \$700.00 which is to run for four years. This mortgage is given to secure and hold harmless said party of the second part and to protect said second party from loss by reason of his having signed a certain promissory note as security of even date herewith for the sum of Two Hundred Eighty Dollars due in 90 days from date and payable to Guaranty State Bank, Muskogee, Okla. said note being given by said first party with two others as principals and should said note not be paid when the same becomes due, and if the same should be extended or a new note given or renewal thereof made, then this mortgage shall be construed as securing the second party on all such extensions, renewals and new notes given therefor.

Said first party covenant and warrants that at the time of the giving of this mortgage that she is the lawful owner of said above described property, that it is free and clear of all liens and incumbrances except said \$700.00 mortgage, and that she has the right to mortgage the same.

Said first party also covenants and agrees to keep said property insured and should there be a loss by fire then the insurance money shall be paid to the mortgagees as their interest may appear.

Should said first party or any of the parties signing said note above described, except second party hereto, pay off and discharge said note then this mortgage to be null and void and to be of no further force or effect.

But should said first party fail neglect or refuse to pay off and discharge said note and should said second party hereto be compelled to pay off and discharge the same, or should said second party, after said note becomes due and payable, pay off and discharge the same, then and in that case the conditions of this mortgage shall be considered broken, and second party may foreclose the same and shall be entitled to recover of and from said first party all of the money so paid out by him on said above described note, and the interest thereon, together with all expense connected therewith, and this mortgage shall be construed as securing the same.

Witness the hand of the first party hereto this the 19th day of April 1910.

Nellie Short.

State of Oklahoma, Muskogee County, SS.

Before me the undersigned a Notary Public within and for said county and state on this the 18th day of April 1910 personally appeared Nellie Short, to me known to be the identical person who executed the above and foregoing instrument and acknowl-