

dings of Tulsa County, and State of Oklahoma, party of the first part, and 96 Meridian Coal Oil and Gas Company, a corporation parties of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Seven thousand Dollars to him duly paid, have mortgaged and hereby mortgage to the party of the second part, its successors and assigns, all the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit:

The West Half of the North west Quarter ($W\frac{1}{2}$ NW $\frac{1}{4}$) and The North Half of the South West Quarter ($N\frac{1}{2}$ SW $\frac{1}{4}$) of Section Three (3) Township Eighteen (18) Range Twelve (12) East I.M. with all improvements and appurtenances thereunto belonging and warrant the title to the same, and waver the appraisalment.

This mortgage is given to secure the payment of \$7000 with interest thereon according to the terms of two certain mortgage notes this day executed by the party of the first part, to-wit:

Note No.-----for Three thousand Dollars, due December 28th, 1910

Note No.-----for Four Thousand Dollars, due June 28th, 1911.

dated June 28th 1910, payable to said party of the second part or order, payable at The First National Bank of Enid, at Enid Oklahoma, with interest from date until maturity payable semi annually in each year according to the terms of the notes.

Said party of the first part agree to pay all taxes and assessments levied on said premises, and all taxes and assessments on or against this mortgage or on the notes or debt secured thereby, promptly when due, and all sums necessary to protect the title and possession of said premises, and to keep the buildings on said premises insured against damage by fire or wind storms for not less than \$ No----- with loss, if any, payable to the mortgagee, as its interest may appear, and on the failure of the party of the first part to perform any of these agreements, the mortgagee its successors and assigns, may pay all such sums, and the amount so paid shall be a lien on said premises, collectable in the same manner as the indebtedness hereby secured with interest at the rate of ten per centum.

If default is made in any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, or any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall without notice, at the option of the parties of the second part, become due and payable and shall obtain interest at ten per centum until fully paid, and said mortgage may be foreclosed, and the above described premises sold in the same manner prescribed by law, to pay all sums due said mortgagee as above set forth, together with interest and costs. Should proceedings to foreclose this mortgage be instituted the sum of \$150.00 as an attorney fee shall be t-axed as costs in said case.

The foregoing conditions being performed, this mortgage to be void, otherwise of full force and virtue.

In Witness Whereof, the party of the first part has hereunto set his hand the day and year first above written.

Frank C. Giddings

State of Oklahoma, Garfield County SS.

Before me, a Notary Public in and for said county and state on this 28th day of June 1910, personally appeared Frank C. Giddings to me known to be the identical person described in and who executed the foregoing instrument, 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.