

convey unto said party of the second part, its successors and assigns, all the following described real estate, situate in the County of Tulsa and State of Oklahoma, to-wit:

The west half of the west half of section twenty two (22) in township seventeen (17) north of range thirteen (13) east of the Indian Base and Meridian, containing one hundred sixty (160) acres more or less. Subject to a mortgage of even date ^{herewith} given by the said party of the first part to the Walton Trust Company to secure the payment of one note for the sum of Twenty five hundred dollars, which is a prior lien hereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, the intention being to convey hereby an absolute title in fee simple including all rights of homestead, provided, Always, and these presents are upon the express condition, that whereas, said E.C. Bothwell a single man has this day executed and delivered one certain promissory note in writing to said party of the second part, of which the following is a copy.

\$262.50

Tulsa, Oklahoma, August, 13th 1910.

For Value received, I promise to pay to the Walton Trust Company or order Two Hundred Sixty two and fifty one hundredths (\$262.50) dollars, due and payable at the office of The Walton Trust Company, in Butler, Missouri, in seven annual installments of \$37.50 each, the first payment falling due on the 13th day of August, 1911 and a payment of like amount on the 13th day of August, in each year thereafter until the whole of said note is paid. Each installment shall bear interest at the rate of eight per cent per annum from maturity until paid. If default be made in the payment of either of said installments when due, then all of said installments remaining unpaid shall become due and payable at once.

E. C. Bothwell.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature ^{what} are or may be assessed and levied against said premises, or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises. If the mortgage has to be foreclosed by suit in court, the Grantors hereto agree to pay ten per cent of the Principal sum of the note herein described as attorney's fee for such foreclosure suit.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

E.C. Bothwell

Signed sealed and delivered
in the presence of.

State of Oklahoma, - County of Muskogee, SS.

On this 15th day of August 1910, before me, the undersigned a Notary Public in and for said county and state personally appeared E.C. Bothwell to me personally known to be the identical person described in and who executed the foregoing mortgage, and acknowledged that he executed the same as his free and voluntary act and deed for the