

appeared before the undersigned, a notary public in and for said county Norah Kiely who is personally known to me to be the identical person whose name is subscribed to the foregoing deed as Grantor, and acknowledged the same to be her voluntary act and deed, and that she executed the same for the purposes therein mentioned.

Witness my hand and notarial seal the day and year last above written.

(seal)

D.W. Deming, Notary Public.

(My commission expires June 29th, 1913)

Filed for record at Tulsa, Okla. Aug. 19, 1910 at 3 o'clock P.M.

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

COMPARED

This Indenture made this 17th day of August, 1910, Between Lindsay Kinkead and Maudia Kinkead, of Tulsa, County in the State of Oklahoma, parties of the first part, and E.B. Petty and Edwin Hiner of Sebastian County, in the State of Arkansas, parties of the second part.

WITNESSETH: That the said parties of the first part in consideration of the sum of One Thousand fifty (\$1050.00) Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described real estate, situate in the County of Tulsa, State of Oklahoma, to-wit:

The south 13 feet of lot 3; all of lots 4 and 5 in Block 20 in North Tulsa Also the North one half of Lot 4 and the south half of Lot 5 in Block 41, in the Town of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME: TOGETHER WITH ALL AND SINGULAR THE TENEMENTS? Hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of a promissory note of even date herewith, due sixty days after date, made to E.B. Petty, and Edwin Hiner payable at Fort Smith, Arkansas, with----per cent per annum, payable semi-annually, and----per cent additional as attorney's fees in case of legal proceedings to collect; and signed by Lindsey Kinkead and Maudia Kinkead.

Said first parties hereby covenants that they are the owners in fee simple of said premises and that they are free and clear of all incumbrances except a mortgage to the Union Trust Co. of Tulsa, Oklahoma & a mortgage to E. B. Petty amounting in all to \$6650.00 That they have a good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever, Said first parties agree to insure the buildings on said premises in the sum of \$3000.00 for the benefit of the mortgagees and maintain such insurance during the existence of of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said first parties shall pay or cause to be paid to second parties, their heirs or assigns, said sum of money in the above described note mentioned, together with interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not affected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent, then the mortgagees may effect such insurance or pay such taxes and assessments, and shall be allowed interest thereon at