

the rate of 10 per cent per annum until paid, and this mortgage stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holders of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once, and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises.

Said parties of the first part waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisal laws.

The foregoing mortgage and the note described therein is given to the said parties of the second part to secure and indemnify the against any and all loss by reason of their having this day become sureties on appeal bonds of Johnie McCurdy, William Welch and R.E. Norwood convicted in the Justice court of P.C. Fisher upon the charge of disposing of Glandered or Farceyed horses in the Fort Smith District of Sebastian County. Should said named defendants appear in the Sebastian Circuit court within and for the Fort Smith District of Sebastian County to answer said charge at its next September term, and then and there submit themselves to the jurisdiction of said court until lawfully discharged, then this not and mortgage shall be come and be void; otherwise to remain in full force and effect.

In witness whereof, the said parties of the first part have hereunto set their hands the year and day first above written.

Lindsey Kinkaid

Maudie Kinkaid

State of Arkansas, Sebastian County.

Before me, John Hiner, a notary public within and for said county and state, on this the 17th day of August, 1910, personally appeared Lindsey Kinkead and Maudia Kinkead, husband, and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires April 22nd, 1911, and I do so certify.

(seal)

John Hiner, Notary Public.

Filed for record at Tulsa, Okla. Aug. 19, 1910 at 4:45 o'clock P.M.

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

COMPARED

This Indenture Made this 17th day of August, 1910, between Lindsey Kinkead and Maudia Kinkead of Tulsa County in the State of Oklahoma, parties of the first part and J. B. Petty of Sebastian County, in the State of Arkansas, party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of Five Hundred (\$500.00) 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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Aug 2 1910

Laura County Clerk

Deputy