

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 payable at Fort Smith, Ark. with 10 per cent interest 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 for \$6150.00 to the Union Trust Co. of Tulsa, Okla. That they has a good right and authority to convey and encumber the same and that 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 mortgagee and maintain such insurance during the existence 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 party, his 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 mortgagee may effect such insurance or pay such taxes and assessments, and shall be allowed interest therein at the rate of 10 per cent per annum until paid, and this mortgage shall 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 holder 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 first parties waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, The said parties of the first part has hereunto set their hands the day and year 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 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.

(seal)

John Hiner, Notary Public.

My commission expires April 22nd, 1911.

Filed for record at Tulsa, Okla Aug. 19, 1910 at 4:45 o'clock P.M.
H.C. Walkley, Register of Deeds (seal)