

and all the estate, title and interest of the said parties of the first part thereon. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein and will warrant and defend the same and that the same is free and clear of all incumbrances of whatsoever kind

This grant is intended as a Mortgage to secure the payment of the sum of Four Hundred Fifty and no-100 dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified, But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept thereon then this conveyance shall become absolute and the whole shall become due and payable and it shall be lawful for said party of the second part his executors, administrators or assigns at any time thereafter, to sell the premises hereby granted, or any part thereof in the manner prescribed by law, appraisment hereby waived or not, at the option of the party of the second part his executors, administrators, or assigns; and out of all the money arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the ^{said} parties of the first part their heirs and assigns.

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

T.J. Hinchey (seal)

Signed, sealed and delivered
in presence of

Florence B. Hinchey (seal)

State of Oklahoma, County of Lincoln, SS.

Before me, a Notary Public in and for the above named county and State on this 13th day of September 1910 personally appeared T.J. Hinchey and Florence B. Hinchey, husband and wife, to me personally known to be the identical persons who executed the above mortgage and 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 signature and official seal the day and year last above written.

(seal)

J.W. Green, Notary Public.

My commission expires Jan. 15, 1912.

Filed for record at Tulsa, Okla. Sep. 14, 1910 at 1:10 O'clock P.M.

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