

our right, title and interest, in a certain mortgage bearing date the 1st day of September A.D. 1910, and covering the following described land in Tulsa County, Oklahoma to-wit: South west quarter (1/4) of section (3) Three Twp. 21 Twenty one, north range (13) Thirteen, East and recorded in the office of the Register of Deeds of Tulsa County, Oklahoma in Book 50 of Mortgages, at page 370 and authorize the said Register of Deeds to enter this assignment upon the records.

Witness my hand and seal this 14 day of September A.D. 1910.

(Corp Seal)

Avery Investment Company.
By Cyrus S. Avery, President.

Attest: E.D. Avery, Secretary.

State of Oklahoma, County of Tulsa, SS.

Before me a Notary Public in and for said county and State, on this 14 day of September 1910, personally appeared Cyrus S. Avery, known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and who acknowledged the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

(seal)

Chas Haley Notary Public.

My commission expires July 12, 1913.

Filed for record at Tulsa, Okla Sep. 15, 1910 at 10:20 O'clock A.M.

H.C. Walkley, register of deeds (seal)

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Wilton Pemberton, a single man of McIntosh County, in the State of Oklahoma, party of the first part, in consideration of the sum of Ninety and No/100 dollars the receipt of which is hereby acknowledged, have mortgaged and hereby mortgage unto The Eufaula National Bank of Eufaula, Okla. party of the second part and to his heirs and assigns the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The North Half of the South West Quarter of Section Sixteen (16), Township Sixteen (16) North, range Thirteen (13) East of the Indian Meridian, containing 80 acres, more or less

together with all the improvements thereon and appurtenances thereunto belonging or in anywise appertaining.

And the parties of the first part hereby covenant that at the delivery of this mortgage he is the lawful owner of the said premises and seized of a good and indefeasible estate of inheritance therein free, clear of all incumbrances whatever, except-

and that he will warrant and defend the title to and possession of the same unto -----heirs and assigns forever against the lawful claims and demands of all persons. All rights of homestead exemptions are hereby expressly waived. This mortgage is given to secure the principal sum of Ninety and no/100 dollars, owing by the party of the first part to the party of the second part as evidenced by a certain promissory note for said sum signed by the said first party and of even date herewith due October 14, 1910 payable annually *and bearing interest at 10 per cent per annum from maturity*.

It is further agreed that in case said second party its successors