

and that they will warrant and defend the same in the quiet and Peaceable Possession of said Party of the second Part its heirs and assigns forever, against the lawful claims of all Persons whomsoever.

Provided always, and these Presents are upon the express conditions: That if the said Parties of the first Part, their heirs and assigns, shall well and truly pay or cause to be paid to the said Party of the second Part, its heirs and assigns, the sum of Two Thousand & 00/100 Dollars, with interest thereon at the time and manner specified in one certain Promissory note bearing date Dec. 12, 1910, executed by the Parties of the first Part, Payable to the order of Kiefer State Bank, at Kiefer, Okla., as follows: \$2000.00 Payable Dec. 12, 1911, with 8 Per cent interest from date until maturity. The above described Property is no Part of the homestead of the grantors herein.

Then and in that case these Presents and everything herein expressed shall be void, but upon default in the Payment of any Part of the Principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said Premises when the same shall become due and Payable, each and all of the several amounts herein secured shall immediately become due and Payable; and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$ _____ attorney fees, all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said Part of the ^{first} Part hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption stay laws of the state of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said Parties or the first Part shall at all times keep the buildings on said Premises insured against loss of damage by fire or tornado in a sum not less than \$ _____ loss, if any, Payable to the said Part of the second Part, as _____ interest may appear.

In testimony whereof the said Parties of the first Part have hereunto set their hands and seals the day and year above written.

Signed and delivered in the Presence of

C. F. Robertson

T. E. Farr.

State of Oklahoma, county of Creek, SS.

Before me, the undersigned, a notary Public in and for said county and state, on this 12th day of Dec, 1910, Personally appeared C. F. Robertson and T. E. Farr, to me known to be the identical Persons who executed the within and foregoing instrument 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 hand and official seal the day and year above set forth.

(SEAL)

W. M. Everts, notary Public.

My commission expires April 1, 1911

Filed for record at Tulsa, Okla., Jan 11, 1911, at 8:00 A. M.

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

COMPARED

DEED OF ASSIGNMENT.

This contract and agreement made and entered into this, the 7th day of January, 1911, by and between the Phillips OIL & Gas Company, Party of the first Part, and Gypsy Oil Company, Party of the second Part, each of said companies being corporations under the laws of the state of Oklahoma, does

Witness;