

and appurtenances thereunto belonging or in anywise appertaining forever, the intention being to convey hereby an absolute title in fee simple including all rights of homestead, Provided, always, and these Presents are upon this express condition, that whereas, said Party of the first Part has this day executed and delivered one certain Promissory note in writing to said Party of the second Part, of which the following is a copy:

\$448.00

Tulsa, Oklahoma, January 16th 1911.

For value received, I Promise to Pay to the Walton Trust Company, or order Four hundred forty eight (\$448.00) dollars, due and Payable at the office of the Walton Trust Company, in Butler, Missouri, in seven (7) annual installments of \$64.00 each, the first Payment falling due on the 16th day of January, 1912 and a Payment of like amount on the 16th day of January in each year thereafter until the whole of said note is Paid. Each installment shall bear interest at the rate of eight Per cent Per annum from maturity until Paid. If default be made in the Payment of either of said installments when due, then all of said installments remaining unpaid shall become due and Payable at once.

Now if said Party of the first Part shall Pay or cause to be Paid to said Party of the second Part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these Presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any Part thereof, or any interest thereon, is not Paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said Premises, or any Part thereof, are not Paid when the same are by law made due and Payable, then the whole of said sum and sums, and interest thereon, shall, and by these Presents, become due and Payable, and said Party of the second Part shall be entitled to the Possession of said Premises. If this mortgage has to be foreclosed by suit in court, the grantors hereto agree to Pay ten Per cent of the Principal sum of the note herein described as attorney's fee for such foreclosure suit.

In witness whereof the said Party of the first Part has hereunto set his hand and seal the day and year first above written.

Harry G. Gwinnup

State of Oklahoma, county of Muskogee, SS.

On this 18th day of January, 1911, before me, the undersigned, a notary Public in and for said county and state personally appeared Harry G. Gwinnup to me personally known to be the identical Person described in and who executed the foregoing mortgage, and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. The said Harry G. Gwinnup further declared himself to be single and unmarried.

My commission as notary Public will expire on the 24th day of February, 1913.

Witness my hand and notarial seal, the day and year first above written.

(SEAL)

L. J. Roach, notary Public.

Filed for record at Tulsa, Okla., Jan 30, 1911, at 8:30 A. M.

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