

COMPARED

Nov 5/16.

Preston Cornelius,

Do

J. S. Mc Gannon.

Mortgage, with Power of Sale.

I know all men by their Presents; That Preston Cornelius and Margaret H. Cornelius, his wife of Tulsa, Creek Nation, S. T. parties of the first part, for and in consideration of the sum of seven thousand nine hundred twenty one & 35/100 Dollars, to them in hand paid by J. S. Mc Gannon, party of the second part, the receipt of which is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said second party, his heirs or assigns, the following described real estate situated in the City of Tulsa, Creek Nation, S. T. to-wit:

All of lots four (4) five (5) and six (6) in Block One hundred & eighty ¹⁸⁰ and all of lot eight (8) in Block One hundred forty eight (48) all in the City of Tulsa, according to the United States Government Survey and plat thereof, together with all improvements now on said property as that may hereafter be placed thereon.

To Have and to Hold the same unto the said second party, his heirs or assigns forever, with all the privileges and appurtenances thereto belonging, or in any wise appertaining.

And the said first parties for themselves and their heirs, executors, administrators and assigns, covenant with the said second party, his heirs and assigns, that they are lawfully seized and possessed in fee of the foregoing premises; that same is free and clear of all encumbrance, that they have good right to sell and convey the same to the said second party, as aforesaid; and that they well and their heirs, executors and administrators shall, forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I, the said Margaret H. Cornelius wife of the said Preston Cornelius, for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish, unto the said second party, his heirs and assigns, all my right or possibility of power and homestead in or to said real estate.

The foregoing conveyance is on condition; that, whenever the said first parties, are justly indebted to the said second party, in the sum of seventy nine hundred twenty one & 35/100 Dollars, evidenced by one promissory note of even date herewith, with interest thereon from maturity at the rate of 8 per cent per annum, payable annually, both principal and interest payable at the office of the Central National Bank of Tulsa.

Now, if the said first parties shall pay, or cause said note to be

Not value received, I hereby release from the lien and operation of the within mortgage lot 4 in Block 180, in the City of Tulsa, Oklahoma, but it is deemed understood that this release is only to effect said lot 4 and that the same shall not in any manner affect my lien and operation of the within mortgage when the same note matured. Witness my hand this 16th day of October, 1908.

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Not value received, I hereby release from the lien and operation of the within mortgage lot 4 in Block 180, in the City of Tulsa, Oklahoma, but it is deemed understood that this release is only to effect said lot 4 and that the same shall not in any manner affect my lien and operation of the within mortgage when the same note matured. Witness my hand this 16th day of October, 1908.

all granted & acknowledged in my presence this 16th day of October, 1908. J. S. Mc Gannon.