

COMPARED

To

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This Indenture, Made this 19th day of January A. D. 1909, betweenof H. Knisel and Nannie Knisel his wife
Tulsa County, in the State of Oklahoma, of the first part, andof George H. Rumrill of Janelle
Wisconsin County, in the State of Oklahoma, of the second part:WITNESSETH, That said part ies of the first part, in consideration of the sum of Fifteen hundred and no/100 Dollars
(\$1500.00) Dollars, the receipt of which is hereby acknowledged,do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:Lots One (1) Two (2) and three (3) in Block Forty Five (45) in the town of Tulsa, Oklahoma, according to the government plat and survey thereof.TO HAVE AND TO HOLD THE SAME, unto the said part y of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said H. Knisel and Nannie Knisel
have this day executed and delivered a certainpromissory note in writing to said part y of the second part, described as follows:

\$1500.00
January 19th 1909.
Three years after date, for value received I, we or either of us promise to pay to the order of George H. Rumrill Fifteen hundred and no/100 Dollars of American Bank, Tulsa, Ok. with interest at the rate of eight per cent per annum, ^{payable} semi annually from date until paid. The interest, if not paid when due, to become as principal and bear the same rate of interest, and in case this note is collected by an atty. or by legal proceedings we agree to pay an additional sum of ten per cent on the amount of this note as Attorneys Fees.

No
dueH. Knisel
Nannie KniselNow, if said parties of the first part shall pay or cause to be paid to said part y of the second part his heirs 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 this mortgage 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, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part y of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hands the day and year first above written.Witness to Signatures
N. Earns
B. WoodburyH. Knisel
Nannie KniselSTATE OF OKLAHOMA, } ss.
Tulsa COUNTY.Before me, H. A. Earns a Notary Publicin and for said County and State on this 19th day of January 1909, personally appearedH. Knisel and Nannie Knisel his wife to me known to be the identical person 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.My Commission expires Dec 14 1911SealH. A. Earns
Notary PublicThis instrument was filed for Record on the 21st day of Jan'y A. D. 1909, at 9 o'clock A. M., and duly recorded the 21st day of Jan'y 1909By Seal Deputy, H. B. Mackley Register of Deeds.