

forgoing 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 signature and official seal the date above written . Anne W Stewart
SEAL Notary Public

My commission expires March 6 1912 .

Filed for record Aug 11 1908 at 8 A.M. H.C. Walkley Reg of Deeds (SEAL)

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COMPARED *P*

-----REAL ESTATE MORTGAGE :-----

In consideration of Eight Hundred and No/100 Dollars F.M. Bussey, a ~~wid~~ widower of Tulsa County, State of Oklahoma, mortgagors hereby grant, bargain, sell convey and mortgage unto C.H. Kirshner mortgagee, the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

The East half of the southwest quarter of Section Nine Township Twenty-One North Range 14 East containing 80 acres, more or less.

The mortgagors represent that they have fee simple title to said land, free and clear from all lines and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, appraisalment, stay and redemption.

Provided, That whereas said Mortgagors F.M. Bussey are justly indebted unto said mortgagee in the principal sum of Eight Hundred and No/100 Dollars for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certain principal note executed by said mortgagors bearing even date herewith, payable to the order of said mortgagee on the first day of August 1913 with interest from date until default or maturity, at the rate of six per cent per annum, and after default or maturity, at the rate of ten per cent per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by ten coupons attached to said principal note, and of even date herewith, and payable to the order of said mortgagee, both principal and interest being payable at American National Bank, Hartford Conn. If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien or upon the mortgage or the note or debt secured hereby, and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten