

State of Oklahoma)
County of Tulsa) SS

Before me, Frank M Rodolf a Notary Public in and for said County and State on this 3rd day of September 1908 persnally appeared Marion W Oswalt Mary and Elizabeth Oswalt , husband and wife to me known to be the identical persons who executed the within and foregoing instruemtn and acknowledged to me that they execited the same as their free and voluntary act and deed for the uses and purposes therein set forth .

Witness my hand and Official seal ?

SEAL. My commission expires 4-II-1909

Frank M Rodolf
Notary Public

Filed for record *Sep 3* 1908 at 4:35 P.M.

H.C.Walkley Reg of Deeds (SEAL)

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*Oklahoma*

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

In consideration of Seven Hundred and No/100 Dollars Ethel B Ellis and J.W. Ellis , her husband 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 West half of the northwest quarter of the northwest quarter and the East half of the southwest quarter of the northwest <sup>quarter</sup> ~~quarter~~ and the southeast quarter of the northwest quarter, section Thirteen (13 ) Township Twenty (20) North, Range Thirteen ( 13 ) East , containing 80 acres , more or less..

The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumberances and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption .

PROVIDED, That whereas said mortgagors Ethel B Ellis and J.W. Ellis, her husband are justly indebted unto said mortgagee in the principal sum of Seven Hundred and No/100 Dollars for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certainw principal note executed by said mortgagors, bearing even date herewith, payable to the order of said mortgagee on the first day of September 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 <sup>per</sup> ~~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 assesments that may be levied within the State of Oklahoma , upon said lands and tenements, or upon any interest or estate