

executed the within and foregoing instrument and acknowledge to me that they had executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth; and I do hereby so certify.

In testimony whereof, I have herunto set my hand and seal as such Notary Public on the 1st day of Sept^r 1908.

SEAL. My commission expires April 6, 1912. In and for Wagoner County, Oklahoma. Eugene E Jones Notary Public
Filed for record Sep 3 1908 at 8 A.M. H.C. Walkley Reg of Deeds (SEAL)

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

THIS INDENTURE, Made this 31st day of August Nineteen hundred and eight by and between Alex Bruner, and Paralee Bruner his wife of the County of Wagoner State of Oklahoma, hereinafter called the party of the first part, and Harry Hibbard of Muskogee Oklahoma, hereinafter called the party of the second part, witnesseth:

That whereas, The said Alex Bruner is justly indebted unto the said party of the second part in the sum of Sixty Dollars as is evidenced by ten principal notes of even date herewith, becoming ^{due} payable as follows, to-wit:

One note for Six pollars Due ⁰ on the first day of March and September in each year from the first day of March 1909 to September first 1913 inclusive.

Said notes draw interest at the rate of eight per cent per annum after maturity and are payable to said second party or bearer at the office of Holmes & Hibbard, Muskogee, ~~Oklahoma~~ Oklahoma.

NOW THEREFORE, The said first party in consideration of the premises and for the purpose of securing the indebtedness aforesaid do hereby grant, bargain, sell and convey unto the said second party, his heirs and assigns, forever, the following described land and premises, situate in the County of Tulsa State of Oklahoma, to-wit:

The south-east quarter of the North-east quarter Section Twelve (12) Township Nineteen (19) range Fourteen (14)

This mortgage is made subject to a mortgage of even date herewith for \$ 400.00 given by said first party in favor of The Alliance Trust Company, Ltd Dundee Scotland,

To have and to hold the same together with all the rights, privileges and appurtenances there to belonging, unto the said second party, his heirs and assigns, and the said first party hereby covenants that said first party is lawfully seized in fee of said real estate; that the same is free from all incumbrances, and that said first party will warrant and defend the same unto the said second party, his heirs and assigns, against the lawful claims of all persons, and the said first party hereby expressly releases, relinquishes, waives and conveys to said second party all benefits of stay laws, and rights of homestead, appraisement, redemption, or dower in said premises. This conveyance is made, however, for the following purposes:

The said first party hereby covenants and agrees with the said second party as follows:

FIRST: To pay the principal of said loan and the interest thereon, according to the conditions hereinbefore set forth.