

act and deed for the uses and purposes therein set forth .

Witness my hand and official seal .

SEAL. My commission expires Mch 28-1912 .

A.L.Laws

Notary Public

Filed for record Oct 2 1908 at 4:55 P.M. HLC.Walkley Reg of Deeds (SEAL)

COMPARED

@@

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

THIS MORTGAGE Made this 28th day of September A.D. 1908 by and between Louisa M Gipson enrolled as Louisa M Lowrey and J.M. Gipson wife and husband of the County of Tulsa and State of Oklahoma, parties of the first part and Murrell & Spicknall a co-partnership composed of William D Murrell and William R Spicknall, of Kansas City Missouri, parties of the second part ,

WITNESSETH/ That the said parties of the first part for and in consideration of the sum of Four Hundred and No/100 Dollars to them in hand paid , by the said parties of the second part, the receipt whereof is hereby acknowledged , have granted , bargained and sold and by these presents do grant, bargain, sell convey and confirm unto the said parties of the second part and to their heirs and assigns , forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit :-

The North half of the northwest quarter (N 1/2 NW 1/4) of section numbered Twenty Four (24) of Township numbered Twenty-One (21) North and Range Thirteen (13) East of the Indian Base and Meridian .

To have and to hold the same with all and singular the tenements , hereditaments and appurtenances , thereunto belonging, or in any wise appertaining , and all rights of homestead exemption unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are lawful owners of the premises above granted and seized of a good indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part, their heirs and assigns, forever, against the lawful claims of all persons who may hereafter.

PROVIDED ALWAYS and this instrument is made, executed and delivered upon the following conditions, to-wit :-

FIRST : Said first parties are justly indebted unto the said second parties in the principal sum of Four Hundred and No/100 Dollars being for a loan made by the said second parties to the said first parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties bearing date September 28 1908 and payable to the order of said second parties on the first day of October 1913 at Commercial National Bank Kansas City Kansas with interest thereon from date until maturity at the rate of six per cent per annum payable annually which interest is evidenced by five coupon interest notes of even date herewith and executed by the said first parties one, the first, for Twenty Four and thirteen /100 Dollars due on the 1st day of October 1909 and four notes for Twenty Four and No/100 Dollars each due on the 1st day of October 1910, 1911, 1912, 1913, respectively. Each of said