

State of Oklahoma) SS
County of Tulsa)

Before, F.M. Sutton, a Notary Public in and for said County and State on this 23rd day of June A.D. 1908 personally appeared Minnie Stewart and Robert J. Stewart, wife and husband to me known to be the identical persons 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.

WITNESS my hand and official seal.

(SEAL)

My commission expires March 16th 1911

F.M. Sutton

Notary Public

Filed for record Jun 23 1908 at 2 P.M.

H.C. Walkley, Reg. of Deeds.

(SEAL)

COMPARED

----- REAL ESTATE MORTGAGE -----
Minnie P Stewart nee Barber and Robert J Stewart wife and husband

TO

W.D. Murrell

THIS INDENTURE, Made this 23 rd day of June A.D. 1908, by and between Minnie P Stewart nee Barber and Robert J Stewart wife and husband of the County of Tulsa, and State of Oklahoma, parties of the first part, and W.D. Murrell of Missouri, party of the second part,

WITNESSETH, That the said parties of the first part for and in consideration of Eight Hundred and No/100 Dollars to them in hand paid, by the said party 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 said party of the second part, and to his heirs and assigns, forever, all of the following described land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The east half of the the northwest quarter (E 1/2 NW 1/4) of section fourteen (14) of Township (17) north range Twelve (12) east of the Indian Base and Meridian, excepting therefrom fourteen and seventy-three one-hundredths (14.73) acres described as follows: to-wit- commencing at the southwest corner of the southeast quarter of the northwest quarter of said section Fourteen (14) and running thence east four hundred thirty six feet and six inches (436 ft 6 in.) thence north thirteen hundred twenty (1320) feet thence west two hundred twenty eight feet and six inches (228 ft 6 in.) thence north three hundred fifteen feet (315 ft) thence south sixteen hundred thirty five feet (1635 ft) to the place of beginning; the tract of land conveyed by this instrument comprising sixty-five and twenty-eight one-hundredths (65.28) acres more or less according to the government survey.

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 party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and 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 party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument in made, executed and delivered upon the following condition, to-wit- condition first

FIRST:- Said first parties are justly indebted unto the said party of the second part in the sum of Eight Hundred and No/100 Dollars (\$800.00) being for a loan made by said party of the second part to the said parties of the first part, and payable according to the terms, tenor and effect of one, certain negotiable promissory note executed and delivered by the said first parties bearing even date herewith and payable to the order of second parties with exchange on New York at the Commercial National Bank of Kansas City, Kansas, on the first day of July A.D. 1911, with interest thereon from date until maturity at the rate of six per centum per annum, payable semi-annually, which interest is evidenced by six coupon interest notes of even date herewith, and executed by said first parties, one (the first) for Twenty five & 7/100ths Dollars due on the 1st day of December, 1908, and the other five notes being for Twenty four Dollars each and due on the 1st day of July and December 1909, 1910 and 1911 respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum.

SECOND:- Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said land or upon the legal holder of said notes and mortgage on account of said loan by the State of Oklahoma, or by the county or Town wherein said land is situated, when the same becomes due.

THIRD:- The said parties of the first part agree to keep all improvements upon the said real estate which are now upon thereon or may hereafter be placed thereon in good repair and not to permit nor to commit any waste on said premises.

FOURTH:- It is expressly further provided and agreed by and between the parties hereto that if any default be made in the payment of either the principal or interest when the same become due or in case of default in the payment of any installment of taxes or as assessments upon said premises, or the premiums for said fire insurance when the same become due, or in the case of any breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon shall become