

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS.

On the 4th day of JANUARY, A. D. 1909, before me, W. H. Pomeroy, a Notary Public in and for said County and State, personally appeared W. S. Fears, a single man, personally to me known to be the identical person who executed the within and foregoing instrument, as grantor, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Tulsa Oklahoma, on the day and date last above written.

W. H. Pomeroy, Notary Public.

notarial
(SEAL) My commission expires June, 24th, 1912.

Filed for record at Tulsa, Okla., Jan. 4, 1909, at 10 A. M.

H. C. Walkley, Register of Deeds (SEAL)

COMPARED

PP.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

P. E. Heckman

REAL ESTATE MORTGAGE.

Signed and acknowledged before me

Jan. 11, 1909
H. C. Walkley

THIS INDENTURE MADE, this 12th, day of December in the year one thousand nine hundred and eight, between Paul Hakens and Josephine Hakens, of ... parties of the first part, and P. E. Heckman, of Muskogee, Oklahoma party of the second part.

WITNESSETH: That the said parties of the first part for and in consideration of the sum of Twenty One Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised/ released and confirmed, and by these presents do grant, bargain, sell, release and confirm unto the said party of the second part, his successors and assigns, forever, all of the following described real estate, situate, lying and being within the County of Tulsa and State of Oklahoma, to wit:

The East Half of the Southeast Quarter of Section Eight (8), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, containing 80 acres according to the United States survey thereof.

Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above bargained premises unto the said party of the second part, his successors and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his successors and assigns forever; and the said parties of the first part covenant with the said party of the second part, his successors and assigns, that at the time of the delivery of these presents are well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever, and that they will, and their heirs executors and assigns shall forever warrant and defend that title to the same against all lawful claims whatsoever.

PROVIDED always, that these presents are upon the express condition, that the said parties of the first part shall ^{and} do well and truly pay or cause to be paid to the said party of the second part, his successors or assigns the sum of Twenty One Hundred Dollars, with interest according to a certain promissory notes bearing even date herewith, executed by Paul Hakens and Josephine Hakens, to the said party of the second part, his successors and assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid and discharged within the time prescribed by law, all such taxes and assessments, of whatever nature, as shall