

than those actually received. The appraisalment of said premises is hereby expressly waived. All covenants and agreements herein contained shall run with the premises hereby conveyed; and this mortgage and the evidences of indebtedness hereby secured shall be in all respects governed and construed by the laws of Oklahoma. And first party hereby expressly waives all benefits of the homestead and stay laws of Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand, the day and year first above written.

WITNESSES to mark, Execution and Delivery: Louise Berry

STATE OF OKLAHOMA, TULSA COUNTY. SS.

Before me, T. D. Evans, a Notary Public in and for said County and State, on this 14<sup>th</sup> day of November, 1908, personally appeared Louise Berry, single, to me known to be the identical person, who executed the withinand foregoing instrument, and acknowledged to me, that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

T. D. Evans,

(SEAL) My commission expires Feb. 12<sup>th</sup>, 1911.

Notary Public.

Filed for record Nov, 16<sup>th</sup>, 1908, at 9.40 A. M.

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

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#### REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this Twenty-first day of November, in the Year of our Lord One Thousand Nine Hundred and Eight, by and between Mary V. Rogers, and Charles H. Rogers, wife and husband, of the County of Tulsa and State of Oklahoma, parties of the first part, and The Travelers Insurance Company, a corporation organized under the laws of the State of Connecticut, having its principal office in the City of Hartford, Connecticut, party of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Five Hundred 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 the said party of the second part, and to its successors 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 Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ); The Northwest Quarter of the Southwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$  of SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ); and the North Three and 80/100 acres of Lot Five (5); all in Section Two (2), Township Twenty Two (22) North, Range Twelve (12) East of the Indian Meridian.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all right of homestead exemption unto the said party of the second part, and to its successors 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 described 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 the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

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