

FROM Elizabeth C. Wolfe } STATE OF OKLAHOMA, } ss. Tulsa County. This instrument was filed for record in my office
TO J. H. McBirney } on the 8 day of Jan, A.D. 1909, at 3:30
o'clock P. M., and duly recorded in Vol. 39 of Intg. at page 39
By Real Notary Public Register of Deeds.
Fees, \$

This Indenture, Made this 6th day of Jan, in the year of our Lord One Thousand Nine Hundred and nine
by and between Elizabeth C. Wolfe & Frank Wolfe
of the County of Tulsa and State of Oklahoma, parties of the first part and
J. H. McBirney party of the second part.
WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Seven Hundred & thirty seven
Dollars, to them in hand paid, by the said party of
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 tract, piece or parcel of land lying and situate
in the County of Tulsa and State of Oklahoma, to-wit:

The south east quarter of the south east quarter of the south west quarter of section 19 and the north half of the northeast quarter of the northwest quarter of section 30 and the north 1/2 of lot one of section 36 all in township 20 north range 14 east in Tulsa County, Okla. and containing 49.05 acres 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 anywise 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 party 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 J. H. McBirney the second party his heirs 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:

FIRST: Said Elizabeth C. Wolfe & Frank Wolfe as parties of the first part justly indebted unto the said party of the second part in the principal sum of Seven Hundred & thirty seven Dollars, in full of the United States of the present standard of weight and fineness, being for a loan thereof made by the said party of the second part, to the said parties of the first part and payable according to the tenor and effect of certain negotiable promissory note numbered 1099 executed and delivered by the said parties of the first part bearing date Jan 6, 1909 payable to the order of said J. H. McBirney six months with interest thereon from date of maturity at the rate of 10 per cent per annum, payable semi-annually on the day of being further evidenced by coupons attached to said principal note and of even date therewith and payable to the order of said J. H. McBirney

SECOND: Said party of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of 5 Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 12 per cent per annum and the first part assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said party of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said party of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said party of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than five Dollars shall be added, which this mortgage also secures. And that the said party of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void otherwise of full force and virtue. IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

Joe H. Berry
E. L. Morgan

Elizabeth C. Wolfe
Frank Wolfe

STATE OF OKLAHOMA } ss. Before me, C. L. Lewis in and for said County and State,
Tulsa County. } on this seventh day of January, 1909, personally appeared Elizabeth C. Wolfe and Frank Wolfe to me known to be the identical person 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.
(seal) C. L. Lewis
My commission expires Jan 21, 1911 Notary Public