

permit from first party.

It is understood between the parties of this agreement that all conditions between the parties hereunto shall extend to their heirs, executors, administrators, successors and assigns

IN WITNESS WHEREOF, the parties hereunto have set their hands and seal, this 12th day of Jan. A. D., 1909.

Witness:
STATE OF OKLAHOMA,)
) SS.
COUNTY OF ROGERS.)
J. D. Washington '(SEAL)
Irene Washington '(SEAL)

I, W. E. Sunday, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that J. D. Washington and wife Irene Washington are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of Homestead.

Given under my hand and Notarial Seal, this 12th, day of Jan. A. D., 1909.

W. E. Sunday, Notary Public.

(SEAL) My commission expires Dec. 4, 1910. Postoffice address, Rogers County, Okla.

Filed for record at Tulsa, Okla. Jan. 20, 1909, at 3.45 P. M.

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

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COMPARED

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, made this 20th day of January 20th, 1909, by and between Philander Reeder and Lulu B. Reeder, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and W. H. Roeser, Guardian, of the second part:

WITNESSETH: That at the said parties of the first part, for and in consideration of the sum of Eighteen Thousand (\$18,000) Dollars, to them in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed and do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his successors or assigns, forever, all the following described tract of land, situated in Tulsa, Tulsa County, state of Oklahoma, to-wit:

Lots One (1), Two (2) and Three (3) in Block Seventy two (72) of the City of Tulsa, Oklahoma, according to the official plat and survey thereof.

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.

This mortgage is given as security for the performance of the covenants herein, and the payment to W. H. Roeser, Guardian, the party of the second part, the principal sum of Eighteen Thousand Dollars, due to said second party for an actual loan of the said amount on the 20th, day of January, 1909, according to the terms and conditions of one principal note in the amount of \$18,000 Dollars, dated the 20th, day of January, 1909, due five years from date thereof with interest at the rate of eight per cent per annum, made and executed by the parties of the first part, with privilege of paying \$1000 or any multiple thereof on any interest paying date

Second: Said parties of the first part hereby covenant and agree to pay all taxes and as-