

STATE OF OKLAHOMA,)
COUNTY OF WASHINGTON) SS.

On the day of December 12th, A. D., 1908, before me, the subscribed, a Notary Public, in and for said County and State, personally appeared Mary C. Jones, to me known to be the identical person ^{named in and} who executed the ~~same~~ and foregoing instrument, and acknowledged to me that she executed the same, as ^{her} free and voluntary act and deed, including the release and waiver of rights under the Homestead Exemption Laws, for the uses and purposes therein set forth, and desired that it might be recorded as such.

WITNESS my hand and official seal on the date above written.

R. R. Mathews, Notary Public.

(SEAL) My commission expires Oct. 21, 1912.

STATE OF OKLAHOMA, TULSA COUNTY.)

At Tulsa, Okla., I hereby certify that this instrument was filed for record in my office on Dec. 30, 1908, at 9.30 o'clock A. M. and is duly recorded in Record 36, page 606.

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

Filed for record at Tulsa, Okla. Jan. 21, 1909, at 8 A. M.

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

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COMPARED

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 19th, day of January, A. D. , 1909, between J. H. Roberson and Pearl Roberson, his wife and H. W. Cody and Lillie O. Cody, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and Union Trust Company, a corporation of the State of Oklahoma, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That said parties of the first part in consideration of the sum of Three Hundred Fifty no/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to wit:

The North Forty Five (45) feet of Lot One (1) in Block One (1) in ^{Stansbury} ~~Stansbury~~ Addition to Tulsa, Oklahoma, as per recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of promissory note of even date herewith. One for \$350.00 due July 19th, 1909, made to Union Trust Company or order, payable at its offices in Tulsa, Oklahoma, with ten per cent interest per annum, after maturity, payable semi-annually, and ten per cent. as attorneys fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorney's fee of \$100.00 if suit is brought to foreclose this mortgage.

Said parties of the first part hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Said parties of the first part agree to insure the buildings on said premises in the Sum of \$.....for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage.