

before a Notary Public, Mrs. Emma Gurley and O. W. Gurley and E. E. Martin, to me personally known to be the persons whose names are subscribed to the above and foregoing instrument and each of them separately apart for themselves acknowledged that signed the same, for the purposes and consideration therein mentioned and set forth as their free and voluntary act and deed and do so certify.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and ~~year~~^{year}
above written.

N. J. C. Johnson, Notary Public.

(SEAL) My commission expires July 23, 1912.

Filed for record at Tulsa, Okla., Jan. 29, 1909, at 4 P. M.

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

[illegible]

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 28th, day of January, A. D. 1909, between Chas. M. Adams, a single man, of Tulsa County, in the State of Oklahoma, party 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 party of the first part in consideration of the sum of Seven Hundred Fifty 00/100 Dollars, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto 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 South West Quarter (SW¹/₄) of Section Nine (9), Township Nineteen (19) North, Range Ten (10) East, according to the Government survey and plat thereof, containing 160 acres more or less.

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 One promissory note of even date herewith. One for \$750.00 due January 28th, 1912. made to Union Trust Company, or order, payable at its offices in Tulsa, Oklahoma, with seven per cent interest per annum from date, payable semi-annually, which interest is evidenced by six (6) coupon interest notes thereto attached, and ten per cent attorney's fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorneys fee of \$ 50.00 if suit is brought to foreclose this mortgage.

Said party of the firstpart hereby covenant that he is owner in fee simple of said premises and that they are free from all incumbrances. That he has good right and authority to convey and encumber the same and he will warrant and defend the same against the lawful claims of allpersons whomsoever. Said part..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. Said party of the firstpart to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now if said party of the first part shall pay or cause to be paid to the party of the second part, its successors or assigns said sum of money in the above described note and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect.