

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

WITNESS:

	Mary A. Russell	(SEAL)
Haskell B. Talley	Tulsa, Okla.	J. W. Russell
		(SEAL)
H. F. Aby,	Tulsa, Okla.	Levi Smith
		(SEAL)

STATE OF OKLAHOMA, TULSA COUNTY.) SS.

I, K. C. Miller, Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary A. Russell and J. W. Russell, her husband, personally known to me to be the same persons, whose names 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 Seal, this 25th, day of January, A. D., 1909.

K. C. Miller, Notary Public.

(SEAL) Notary Public within and for Tulsa County; Oklahoma. My commission expires Nov. 29, 1911

Filed for record at Tulsa, Okla. Feb. 13, 1909. at 2.10 P. M.

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

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COMPARED M O R T G A G E.

FOR THE CONSIDERATION OF TWO HUNDRED ELEVEN AND 50/100 DOLLARS, the receipt of which is hereby acknowledged, J. D. Fulbright and Melda May Fulbright, his wife, of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to N. B. Edwards, of Bixby, Oklahoma, of the second part, the following real estate situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

All of Lots number 15-16-17-18 in Block number Sixteen (16) in the Midland Addition to the Town of Bixby, Oklahoma. According to the survey and plat of said addition recorded on the public record. Together with all the rents and profits therefrom and all improvements, appurtenances, now or hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment to said second party, successors or assigns of the principal sum of Two Hundred Eleven and 50/100 Dollars, on the 11th, day of March, 1909, with interest thereon at the rate of 8 per cent per annum after maturity, and at ten per cent per annum after maturity, said interest to be paid annually, principal and interest payable at the office of Henry Hornecker, according to the conditions of the one promissory note of the said J. D. Fulbright and Melda May Fulbright, for said amount made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party shall not commit or suffer waste, shall pay all taxes and assessments upon said property, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party, for at least -----Dollars, delivering all policies and renewal receipts to said second party, and upon the satisfaction of this mortgage, will accept from the mortgagee a duly executed release of the same, have it recorded and pay for the recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured