

any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered James F. Moloney (SEAL)

in presence of us... Louise Moloney. (SEAL)

STATE OF MISSOURI, )  
COUNTY OF JASPER. ) SS.

On this 1st, day of March, 1909, before me, a Notary Public, in and for said County, personally appeared James F. Moloney, and <sup>2</sup>and Louise Moloney, his wife, to me known ~~to be~~ the persons described in and who executed the foregoing instrument, and acknowledged that ~~the~~ <sup>2</sup>~~same~~ executed the same as his ~~free act and deed.~~

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Joplin, in said County and State, the day and year first above written.

Chas S. Walden, Notary Public.

(SEAL) My term expires Sept. 17, 1910.

Filed for record at Tulsa, Okla. Mar. 5, 1909. at 2.10 o'clock P. M.

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

[illegible]

CONFIDENTIAL

## MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That I, J. H. Boyd, an unmarried man, of the County of Tulsa, State of Oklahoma, hereinafter designated the first party, in consideration of the sum of Five Thousand and Five Hundred Dollars cash in hand paid to me by M. Louise Mitchell, of Cayuga County, New York, hereinafter designated the second party, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said second party, her heirs and assigns, the following described land, situated in the County of Tulsa, in the State of Oklahoma, to-wit:

Commencing at The Southwest corner of Lot Five (5) in Block Eighty Seven (87) in the City of Tulsa, in the County and State aforesaid, and running thence along the Northerly Line of Second Street in a Northeasterly direction a distance of Fifty (50) feet to the point of beginning; thence in a Northwesterly direction and parallel with Cincinnati Avenue a distance of One Hundred (100) Feet; thence in a Northeasterly direction and parallel with Second Street a distance of Fifty (50) feet/ thence in a southeasterly direction and parallel with Cincinnati Avenue a distance of One hundred (100) feet to Second Street; and thence along the Northerly Line of Second Street in a Southwesterly direction to the point of beginning, the same being a rectangular piece of ground, and being otherwise described as the Easterly Fifty (50) feet of the Westerly One Hundred (100) feet of Lot Five (5) in said Block Eighty Seven (87) together with all and singular the hereditaments and appurtenances thereto belonging, and all the rights of homestead.

TO HAVE AND TO HOLD the said premises to the proper use and benefit of the said second party, her heirs and assigns forever. The said first party hereby covenants to warrant and defend the said premises from the lawful claims of all persons whatsoever.

PROVIDED ALWAYS, and these presents are upon the express condition: That if the said first party, his heirs, executors, administrators or assigns, shall pay to the said second party