

that they ^{had} executed the same as their free and voluntary ~~act~~ ^{and} deed for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the day last above mentioned.

C. H. Cleveland, Notary Public.

(SEAL) My commission expires Aug. 31, 1909.

Filed for record at Tulsa, Okla., Mar. 20, 1909, at 3.40 o'clock P. M.

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

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MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 13 day of October, A. D., 1908, between Clarence G. Eaton, of Tulsa County, in the State of Oklahoma, of the first part, and Robert K. Johnson, of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH: That the said party of the first part, in consideration of the sum of Fourteen Hundred Ten & no/100 Dollars, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all the following described real estate, situate in Tulsa County, and State of Oklahoma, to-wit:

Lots Six and Seven, Block Twelve, Skiatook, Tulsa County, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas said Clarence G. Eaton, has this day executed and delivered his four certain promissory notes in writing to said party of the second part, described as follows:

Said notes are ^{all} dated October 13th, 1908, and are each for the sum of \$ 352.50 bearing 8% interest per annum from date, and are payable on or before Twenty One, Twenty Four, Twenty Seven and Thirty Months from date, and signed by Clarence G. Eaton. Said notes are numbered 7, 8, 9, and 10

Now, if said party of the first part shall pay or cause to be paid to the said party of the second part, his heirs or assigns said sum of money in the above described notes mentioned together with the improvements thereon, according to the terms and tenor of the same then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And said party of the first part for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead and exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand, the day and year first above written.

Clarence G. Eaton.

STATE OF OKLAHOMA, TULSA COUNTY, SS.

Before me, W. V. Biddison, a Notary Public, in and for said County and State, on this

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