

STATE OF MISSOURI,)
 : SS.
COUNTY OF JACKSON.)

Before me, John E. McPherson, a Notary Public, in and for said County and State, on this 26th, day of March 1909, personally appeared J. W. ^{Boyd} ~~Boyd~~, to me known to be the identical person who signed the within and foregoing instrument and acknowledged to me that he executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above written.

John E. McPherson, Notary Public.

(SEAL) My commission expires Sept. 24/ 1912.

Filed for record at Tulsa, Okla., Mar. 27, 1909. at 3 o'clock P. M.

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

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MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 11th, day of March A. D., 1909, between George G. Bayne and Mabel P. Bayne, 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 Twelve Thousand 00/100 Dollars, the receipt whereof is hereby acknowledged, do 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:

A part of Lot Seven (7) in Block One Hundred Four (104) in the City of Tulsa, more particularly described as follows: Beginning at the SouthWesterly corner of said Lot Seven (7) in Block One Hundred Four (104), thence in a North Westerly direction along the Easterly Line of the alley a distance of One Hundred (100) feet, thence at right angles Easterly a distance of Sixty (60) feet parallel with the Northerly line of South Third Street, thence at right angles in a Southeasterly direction a distance of One Hundred (100) feet parallel with the Easterly line of the alley to the Northerly line of South Third Street, thence in a Westerly direction along the Northerly line of South Third Street a distance of Sixty (60) feet to the point of beginning.

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 note for \$1200.00 due March 11th, 1910., made to Union Trust Company or order, payable at its offices in Tulsa, Oklahoma, with eight per cent interest per annum from date, payable annually, and one percent attorney's fees if placed in the hands of an attorney for collection and paid without suit, and an additional attorney's fee of \$250.00 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 they will warrant and defend the same against the lawful claims of all persons whomsoever.