

It is further agreed and understood by and between the parties hereto that ^{when} ~~when~~ all of the above conditions have been complied with and upon the full final payment of the above sum of Five Thousand Dollars, and interest herein provided by the parties of the first part to the party of the second part, the party of the second part shall execute to the parties of the first part a release deed covering the herein described property, the said release deed to be delivered to the parties of the first part at the First National Bank of Tulsa, Oklahoma.

Party of the first part in consideration of the above covenants and agreements hereby expressly waives appraisement or said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

Anna M. Marr

S. W. Marr

STATE OF OKLAHOMA,)
) SS.
TULSA COUNTY.)

Before me, W. V. Biddison, a Notary Public in and for said County and State, on this 26th day of March 1909, personally appeared Anna M. Marr and S. W. Marr, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

W. V. Biddison, Notary Public.

(SEAL) My commission expires 11/ 25/ 1911.

Filed for record at Tulsa, Okla., Mar. 26, 1909. at 3.10 P. M.

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

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MORTGAGE OF REAL ESTATE.

THIS INDENTURE, made this 20th, day of March, 1909, by and between Arthur G. Reed and Matilda F. Reed, his wife, of Tulsa County in the State of Oklahoma, of the first part, and W. H. Roeser, Guardian of Robert Pitman, Jr., of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Thirty Five hundred (\$3500) Dollars, to them in hand paid, by the party of the ^{second} ~~first~~ part, the receipt ^{whereof} ~~of which~~ is hereby acknowledged, have granted, bargained, sold, conveyed and do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part and to his successors ^{executors} administrators or assigns, forever, all the following described tract of land, situated in Tulsa, in Tulsa County, State of Oklahoma, to-wit:

Lot Seven (7) of the Bayne Addition to the City of Tulsa, Oklahoma, according to the official plat and survey thereof.

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

This mortgage is given as security for the performance of the covenants herein, and the payment to W. H. Roeser, Guardian, the party of the second part, the principal sum of Thirty Five Hundred Dollars, due to said second party, for an actual loan of the said amount, on the 20th, day of March, 1914., according to the terms and conditions of One principal ~~promissory~~ ^{promissory}.