

STATE OF OKLAHOMA)
TULSA COUNTY) S.S.

Before me W. V. Biddison, a Notary Public in and for said County and State, on this 10th day of November 1909, personally appeared Clida Howell and Sylvester Howell, to me known to be the identical persons 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.

Witness my hand and seal the day and year above written.

(SEAL)

W. V. Biddison, Notary Public.

My commission expires 11/25/1911/

Filed for record at Tulsa Nov. 11, 1909 at 2:30 O'clock P.M.

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

MORTGAGE.

COMPARED

THIS INDENTURE, made the First day of November A.D. 1909 between Jessie M. Elliott unmarried of the County of Rogers, and State of Oklahoma, party of the first part, and BARTLETT BROTHERS LAND AND LOAN COMPANY, a corporation under the laws of Missouri, located at St Joseph, Missouri, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the sum of Eight Hundred (\$800.00) dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Rogers and State of Oklahoma, to-wit:

The South Half of the North West quarter of Section Seventeen (17) in Township Twenty one (21) of Range Fourteen (14) containing 80 acres

TO HAVE AND TO HOLD, said premises, with the appurtenances thereto, including any right of homestead and every contingent right in estate therein unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee, which the said party of the first part does hereby warrant and will forever defend.

PROVIDED HOWEVER, that if the said party of the first part shall pay, or cause to be paid to the said party or the second part, its successors or assigns, the principal sum of (\$800.00) Eight Hundred Dollars, on the first day of November A.D. 1914, with interest thereon at the rate of six per cent per annum, payable on the first day of May and November in each year, together with interest at the rate of ten per cent ^{per annum} on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part, and payable at the office of Bartlett Brothers Land and Loan Company in St Joseph, Missouri, and shall perform all and singular the covenants herein contained; then the estate hereby granted shall cease and this mortgage shall become null and void, and be released at the expense of the said party of the first part.