

STATE OF OKLAHOMA)
TULSA COUNTY) (S.S.

Before me H.C. Walkley, a Notary Public in and for the said County and State on this 24th day of Nov. 1909 personally appeared Catherine T. Moriarty to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL)

H.C. Walkley, Register of Deeds,
Tulsa Co., Okla.

My commission expires at expiration of office.

Filed for record at Tulsa Nov. 24, 1909 at 10 O'clock A.M. H.C. Walkley, Register of Deeds. (seal)

COMPARED

OKLAHOMA REAL ESTATE MORTGAGE.

IN CONSIDERATION, OF Four Hundred and no/100 Dollars James O. Smith and Ida M. Smith, husband and wife of Tulsa, County, State of Oklahoma, (who will be described and referred to now and hereinafter in this instrument in the plural as Mortgagors, whether one or more in number) hereby GRANT, BARGAIN, SELL, CONVEY and MORTGAGE unto C.H. Kirshner mortgagee the following described real estate situated in Tulsa County Oklahoma, to-wit:

The South 35 acres of the South East Quarter (SE $\frac{1}{4}$) of the North East Quarter of Section Thirty Four (34) Township Nineteen (19) North, Range Thirteen (13) East, Tulsa, Oklahoma, more particularly described as follows: Commencing at the Southeast corner of the North east Quarter of Section 34, Township 19 North Range 13 East, thence running North Seventy (70) rods, thence west Eighty (80) rods, thence South Seventy (70) and thence east eighty (80) rods to the place of beginning.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors are justly indebted unto said mortgagee in the principal sum of Four Hundred and no/100 Dollars for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certain principal note executed by said mortgagors, bearing date October 28th 1909, payable to the order of said mortgagee C.H. Kirshner, on the first day of November 1916 with interest from date until default or maturity, at the rate of six per cent per annum, and after default or maturity, at the rate of ten per cent per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by 14 coupons attached to said principal note, and of even date herewith, and payable to the order of said mortgagee, both principal and interest being payable at American National Bank, Hartford, Conn. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements or upon any interest or estate therein, including the interest represented by This Mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the

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