

Act for the Removal of Restrictions from part of the Lands of the Allottees of the Five Civilized Tribes and for other purposes, (public No. 140.)

H. J. Cubser, County Judge.

CERTIFICATE OF TRUE COPY.

STATE OF OKLAHOMA, TULSA COUNTY, S.S.

I, G. W. Davis, Clerk of the County Court in and for the County of Tulsa and State aforesaid, do hereby certify that the instrument hereto attached is a full, true and correct copy of Order approving deed as the same appears of record in this office.

WITNESS my hand and the seal of said Court at Tulsa, Oklahoma, on this 27 day of Nov. 1909.

G. W. Davis, Clerk of the County Court.

(SEAL)

Filed for record at Tulsa Nov. 29, 1909 at 11 o'clock A.M.

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

OKLAHOMA-- CITY MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That on this 8th day of November 1909 J. H. Simmons and Margaret Simmons, his wife, of Tulsa County, and State of Oklahoma, parties of the first part, in consideration of the sum of Ten Thousand (\$10,000.00) DOLLARS to them in hand paid by Thomas F. Galt, party of the second part, the receipt whereof is hereby acknowledged, have mortgaged and hereby mortgage unto the said Thomas F. Galt his heirs and assigns, the following premises, situated in the County of Tulsa, in the State of Oklahoma, with all the improvements thereon and appurtenances thereto belonging, together with rents, issues and profits thereof, and more particularly bounded and described as follows, to-wit:

The East Forty (40) feet, of Lot Five (5) in Block One Hundred and six (106) in the City of Tulsa, Oklahoma, according to the official plat thereof, and warrant the title to the same.

TO HAVE AND TO HOLD the premises above described, together with all rights and claims of HOMESTEAD EXEMPTION of said parties of the first part their heirs, executors administrators or assigns therein, with all the privileges, rights, hereditaments and appurtenances to the said premises and homestead exemption in anywise appertaining and belonging to said Thomas F. Galt and to his heirs and assigns, forever: Provided, Nevertheless, this conveyance is made upon the following covenants and conditions, to-wit:

First. Said first party hereby covenants and agrees, that it is lawfully seized in fee of the premises hereby conveyed, and that it has good right to sell and convey the same as aforesaid, that the said premises are clear of all incumbrances; that it will, forever warrant and defend the title to the said premises against all lawful claims and demands.

Second. That it will pay to said second party or order Ten Thousand (\$10,000.00) DOLLARS with interest thereon from November 15th, 1909, until paid at the rate of six per cent per annum payable semi-annually, on the first day of June and December in each year, and in accordance with four certain promissory notes of the said first party, with coupons attached, or even date herewith.

Third. That during the continuance in force of this instrument, the said first party will pay all taxes, charges, or assessments, general or