

STATE OF MISSOURI)

JACKSON COUNTY (S.S.

BE IT REMEMBERED That on this 13th day of December A.D. 1909 before me, the undersigned a Notary Public in and for said County and State, came William M. Clay and Etta Clay, his wife, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

William A. Harnsberger, Notary Public.

(seal)

My commission expires October 12th 1911.

Filed for record at Tulsa Dec 17, 1909 at 10:05 O'clock A.M.

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

MORTGAGE.

THIS INDENTURE, Made this 1st day of December 1909 between D.C. Brewer and Mary C. Brewer, his wife, of Tulsa County, state of Oklahoma, of the first part and R.C. Brewer agent for Mrs. E.E. Brewer, of Rogers County, State of Oklahoma, of the second part.

WITNESSETH, that said parties of the first part, in consideration of the sum of \$1400) Fourteen Hundred and No/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part his heirs, and assigns, all the following described real estate, situated in the County of Tulsa, and State of Oklahoma, to-wit:

All of Lot Nine (9) in Block Twelve (12) in the Gillette-Hall Addition to Tulsa, according to the recorded plat thereof.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that whereas said D.C. Brewer & Mary C. Brewer, have this day executed and delivered one certain promissory note in writing to said party of the second part, which the following is a copy:

\$1400.00

(COPY) Tulsa, Oklahoma, Dec. 1st, 1909.

One year after date, for value received, we promise to pay to the order of R.C. Brewer, agent for Mrs. E.E. Brewer, Fourteen Hundred and no/100 Dollars at Chelsea, Oklahoma, without defalcation or discount, with 8 per cent interest per annum from date until paid.

Should any interest or principal not be paid when due it shall bear interest at the rate of 10 per cent per annum until paid. Interest on this note to be paid annually. The principals, endorsers, sureties and grantors of this note hereby severally waive presentment and demand of payment, notice of non payment, protest and notice of protest, and extension of time of payment. If this note is not paid when due and is collected by an attorney or by suit, principals, sureties and endorsers agree to pay an attorney's fee for the col-