

My commission expires Dec. 12, 1911.

Filed for record at Tulsa, Okla. Dec. 20, 1909 at 10:25 o'clock A.M.

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

COMPARED

State of Oklahoma

Real Estate Mortgage.

THIS INDENTURE, Made this 15th day of December in the year of our Lord, One Thousand and Ninety and Nine by and between B.M. Breeding and Ethel S. Breeding, his wife, of the county of Tulsa, and State of Oklahoma, parties of the first part, and Charles Page party of the second part.

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of Twelve Hundred and No/100 dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and by these present do grant, bargain, sell convey and confirm unto said party of the second part and to his successors and assigns FOREVER, all of the following described tract, piece of parcel of land, <sup>and situate</sup> lying in the county of Tulsa, and State of Oklahoma, to-wit:

Southwest Quarter of the Southeast quarter (SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Five (5) Township Nineteen (19) North Twelve (12) East,

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights or homestead exemption unto the said party of the second part, and to his successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the deliver hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made and executed upon the following conditions, to-wit:

1. Said parties of the first part are justly indebted to the party of the second part, in the principal sum of (\$1200.00) Twelve Hundred and no/100 dollars, being for a loan made by the said party of the second part, to the said parties of the first part, and payable according to the tenor and effect of one negotiable note executed and delivered by the said parties of the first part, bearing date December 15th, 1909 and payable to the order of the said party of the second part, as follows:

One note for \$1200.00 due December 15th, 1914.

All payable at the office of Charles Page or Central National Bank, Tulsa, with interest thereon from date until maturity or default, at the rate of six per cent per annum, and at the rate of 10 per cent per annum after