

Hulette F. Aby

Cora M. Aby.

Before me, Lester Curie, a Notary Public, in and for the said County and State, on this 29th, day of April 1909, personally appeared Hulette F. Aby and Cora M. Aby, his wife, to me known to be the identical persons, who subscribed their names to the within and foregoing instrument, and acknowledged to me that it was their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal, the day and year first above written.

Lester Curie.

(SEAL) My commission expires June 28th, 1912. Notary Public.

Filed for record at Tulsa, Okla., May 12, 1909, at 3.40 o'clock P. M.

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

[illegible]

# REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 12th, day of May, in the year of Our Lord One Thousand Nine Hundred and Nine between Elizzie Davis, of the County of Creek, State of Oklahoma, party of the first part and Leander Lane, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Fifteen Hundred Dollars, in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate lying and situate in the N/2 of the SW/4 of Sec. 10, Twp. 19 N. and R. 12 East, situate in Tulsa County, and State of Oklahoma.

It is understood that the party of the second part shall have the rents from said land during the term of this mortgage, the same being one third of the corn and one fourth of the cotton raised on said land; and the said party of the second part shall credit the note hereinafter described, with the fair and reasonable market value of said crops at the time said crops are gathered; and that said second party may collect the rents from said land until said note, with the interest thereon, is paid in full/

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 of homestead exemption, unto the saidparty of the second part, and to his heirs and assigns forever.

And the said party of the first part does hereby covenant and agree that at the delivery hereof she was the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of allincumbrances.

And that she will warrant and defend the same in the quiet and peaceable possession of said party of the secondpart, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, and these presents are upon the express condition; that if the said party of the first part, heirs or assigns, shall well and truly pay or cause to be paid