

the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth; and the said J. F. Darby acknowledged to me that the seal thereto affixed is the seal of such corporation, affixed thereto by authority of its board of directors, and I hereby so certify.

WITNESs my hand and seal as such Notary Public, at Muskogee, Oklahoma, this 15th, day of February 1909.

J. L. Roach, Notary Public.

(SEAL) My commission expires Feby. 21, 1909.

Filed for record at Tulsa, Okla., Jul. 15, 1909, at 11.55 o'clock A. M.

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

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#### MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 12th, day of July A. D., 1909, between Frank B. Ridge and his wife, of Grass Valley Cal., of the first part, and Fred P. Branson, of Muskogee County in the State of Oklahoma, of the second part.

WITNESSETH: That said party of the first part, in consideration of the sum of Three Hundred Twenty Five and no/100 Dollars, the receipt of which is hereby acknowledged does 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 situate in Tulsa County and State of Oklahoma, to-wit:

The Northwest (NW) five and Ninetyseven one Hundredths (5.97) acres of lot four (4) and the West (W) Twelve and eightyone hundredths acres (12.81) of lot Five (5), Section 6, Township Twenty North, and Range 13 East of Indian Base and Meridian.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon the express condition, that whereas said Frank B. Ridge and his wife, have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Dated July 12, 1909, due and payable twelve months from date, for three hundred and twenty five Dollars, payable to Fred P. Branson at the First National Bank of Muskogee Oklahoma.

Now, if said party of the first part shall pay or cause to be paid to the said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall become due and payable, and said part of the second part shall be entitled to the possession of said premises. And the said part of the first part, for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.