

Together with all and singular the hereditaments and appurtenances thereunto belonging.

TO HAVE AND TO HOLD THE ABOVE DESCRIBED premises unto the said R. J. Koch and Jackson Thompson, their heirs and assigns; so that neither the said Alex Rogers nor any person in his name and behalf, shall or will hereafter claim or demand any right or title or interest in or to the said premises or anypart thereof, but they and every ofone of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand, the day and year first above written.

Executed in the presence of: Alex Rogers

W. A. Young

Thos Byart.

STATE OF OKLAHOMA, )  
; SS.  
McINTOSH COUNTY? )

Before me, W. A. Young, a Notary Public, in and for said County and State, on this 18th, day of August A. D. 1909, personally appeared Alex Rogers, to me known as the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal the day and year above set forth.

W. A. Young, Notary Public.

(SEAL) My commission expires February 25th, 1911.

Filed for record at Tulsa, Okla. Aug. 20, 1909, at 8 o'clock A. M.

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

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MORTGAGE OF REAL PROPERTY.

THIS INDENTURE, Made this 19th, day of August A. D. 1909, between C? H. Justice, of Tulsa, Oklahoma, and Myrtle A. Justice, his wife; and Martin J.L. Harris, of Rising Sun, in Ohio County, State of Indiana.

WITNESSETH: That Whereas, the said C. H. Justice is justly indebted to the said Martin L. Harris, in the sum of Sixteen Hundred Dollars, which is evidenced by his two certain promissory notes of even date herewith, to-wit:

One note due in one year from August 19, 1909, for \$800.00

One note due in Two years from August 19 1909, for \$800.00; each of said notes bearing interest at 8 per cent. from date, payable semi-annually, with privilege of paying any part or all of said notes or either of them at any interest paying time and negotiable and payable at First National Bank of Tulsa, Okla., of which notes the said C. H. Justice is the maker, and said Martin L. Harris, or order, is the payee thereof: said notes being now executed and delivered as and for the balance of purchase money for the real estate hereinafter described and set forth.

Now, Therefore the said C. H. Justice and Myrtle A. Justice, his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said notes above mentioned, do hereby grant, bargain, sell and convey unto the said Martin L. Harris, his heirs and assigns forever, the following described real estate situate in the City of Tulsa, County of Tulsa, and State of Oklahoma to-wit: