

## A C K N O W L E D G E M E N T.

STATE OF OKLAHOMA, )  
 MUSKOGEE COUNTY. ) SS.

BEFORE ME, the undersigned Notary Public, in and for said County and State, on this 24<sup>th</sup> day of Aug. 1909, personally appeared T. H. Martin, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

WITNESS my hand and Official Seal, the day and year above written.

Benj. Marshall, Notary Public.

(SEAL) My commission expires Oct. 5<sup>th</sup> 1912.

Filed for record at Tulsa, Okla., Sep. 13, 1909, at 4.55 o'clock P. M.

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

COMPARED

\_\_\_\_\_

## OKLAHOMA REAL ESTATE MORTGAGE.

IN CONSIDERATION OF SEVEN HUNDRED DOLLARS, Flora E. Victory and Samuel Victory, wife and husband, of Tulsa County, State of Oklahoma, who will be described and referred to now and hereafter in this instrument in the plural as mortgagors, whether one or more in number), hereby grant, bargain, sell, convey and mortgage unto C. H. Kirshner, Mortgagee the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Lot Six (6) and the West Half (W $\frac{1}{2}$ ) of the North East Quarter of the South West Quarter in Section Six (6), Township Twenty One (21), Range Fourteen (14).

The mortgagors represent that they have fee simple title to the said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors are justly indebted unto the said mortgagee in the principal sum of Seven Hundred Dollars, for a loan thereof made by the said mortgagee to said mortgagors and payable according to the tenor of one certain principal note, executed by said mortgagors, bearing date September 2nd, 1909, payable to the order of said Mortgagee C. H. Kirshner, on the first day of September 1916, with interest from date until default or maturity, at the rate of Six per cent per annum, and after default or maturity at the rate of ten per cent per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by 14 coupons attached to said principal note, and of even date therewith, and payable to the order of said Mortgagee, both principal and interest being payable at the American National Bank, Hartford Conn. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said Mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a