

THE STATE OF TEXAS,)
COUNTY OF DALLAS. :

BEFORE ME, Edward M. Browder, a Notary Public, in and for Dallas County, Texas, on this day personally appeared Margaret Duest Scales, a Feme Sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 30th, day of June A. D. 1909.

Edward M. Browder, Notary Public for Dallas County
(NOTARY SEAL) Texas.

Filed for record at Tulsa, Okla., Sep. 22, 1909, at 9 o'clock A. M.

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

COMPLETED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 15th, day of Sept. in the year of our Lord One Thousand Nine Hundred and Nine, between Charles Timmerman and his wife Lydia E. Timmerman, of Bixby, of the County of Tulsa, State of Oklahoma, parties of the first part, and F. S. Lozier, of Kieffer, Okla., party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Five Hundred (\$500.00) Dollars in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents do 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 County of Tulsa and State of Oklahoma, to-wit:

Lots Nineteen (19) and Twenty (20) in Block Thirty (30) Midland Addition to the town of Bixby; also the NE. 1/4 of SW. 1/4 of Sec. 20 in Township 17 N., Range 13 East; subject to a mortgage of \$300.00 now of record against same.

TO HAVE AND TO HOLD THE SAME with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery 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 except as above mentioned. and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part... heirs and assigns against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And these presents are upon the express condition that if the said parties of the first part, their heirs or assigns shall well and truly pay or cause to be paid to the said party of the second part, his heirs and assigns, the sum of Five Hundred (\$500.00) Dollars, with interest thereon at the times and in the manner specified in five certain promissory notes, bearing date Sept., 15th, 1909, executed by the parties of the first part, payable to the order of F. S. Lozier, at Sapulpa, Okla., as follows: \$100.00 payable Sept., 15, 1910, with 10 per cent interest from date until maturity; and \$100.00 Payable Sept. 14, 1911 & \$100.00 payable Sept. 15, 1912 & \$100.00 payable Sept. 15, 1913 & \$100.00 payable Sept. 15, 1914, all bearing 10% interest from date until paid.