

she executed the same as her 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.

J. W. Stewart, Notary Public.

(SEAL) My commission expires July 27, 1911.

Filed for record at Tulsa, Okla., Aug., 30 1909, at 3 o'clock P. M.

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

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#### REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 28th, day of August in the year One Thousand Nine Hundred and Nine, between Don McDonald, of Tulsa, Oklahoma, party of the first part, and George A. Forman and David Gunsburg, of Buffalo New York, parties of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of Six Hundred (600) Dollars, to him in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, remised, released and confirmed, and by these presents does grant, bargain sell, release and confirm unto the said parties of the second part, their successors, heirs and assigns, forever, the following described real estate, lying and being in the County of Tulsa, and State of Oklahoma, to-wit:

SE.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  and NW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  of SW.  $\frac{1}{4}$  Sec. 25, Twp. 21 N. Range 13 E. ;also NW.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  of SE.  $\frac{1}{4}$  Sec. 18, Twp. 22N., Range 16 E., in Rogers County; also W  $\frac{1}{2}$  pf NW.  $\frac{1}{4}$  of NE.  $\frac{1}{4}$  of NW.  $\frac{1}{4}$  Sec. 22, Twp., 26 N., Range 13 E. in Washington County, Oklahoma. Together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE ABOVE BARGAINED PREMISES unto the said parties of the second part, their heirs, successors and assigns, to the sole and only proper use, benefit and behoof of the said parties of the second part, their successors and assigns forever, and the said party of the first part does covenant with the said parties of the second part their successors and assigns, that at the time of the delivery of these presents they are well seized of said premises in fee simple; and they are free from all incumbrances and charges whatever, and that they will, and their heirs, executors and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever.

Provided always, and these presents are upon the express condition, that if the said party of the first part shall well and truly pay or cause to be paid to the said parties of the second part, their successors or assigns the sum of Six Hundred Dollars, with interest according to a certain promissory note bearing even date herewith, executed by Don McDonald, to said parties of the second part, their successors and assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid and discharged within the time prescribed by law, all such taxes and assessments, of whatever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed on said premises, above described, including the taxes upon the mortgage interest of said party of the second part in and to said premises, by virtue of this mortgage; and also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and reputable fire insurance company, to be