

aforesaid do hereby certify that the above and foregoing to be a full true and complete copy of the order confirming Guardian Lease on land of his ward for agricultural purposes as the same appears on record in my office.

Witness my hand and the seal of said court this 5 day of Dec. 1908

(seal)

J.M. Moreland, Clerk of the county court.

Filed in open court Dec 5, 1908 Frank W. Rushing, County Judge McIntosh county

Filed for record at Tulsa, Okla Dec 6, 1910 at 8 A.M.

H.C. Walkley, Register of deeds (seal)

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COMPARED

# REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That James M. Ishmael and (Maud G. Ishmael his wife) of Tulsa County, State of Oklahoma, in consideration of the sum of Two hundred seventy one and 35/100 dollars in hand paid, do hereby sell and convey unto Bank of Jenks, Jenks, Okla., of Tulsa County State of Oklahoma, the following described premises situated in Tulsa county, and State of Oklahoma, to-wit:

SW 1/4 of the NE 1/4 of Sec 13, T 18 R. 12 East. Also a strip of land containing 208 x 308 ft the same being the land now occupied by the house and barn, the same containing about 3 1/2 acres and all land covered in this instrument being 4 1/2 acres more or less.

The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower.

To have and to hold the premises above described, with all the appu tenances thereunto belonging unto the said James M. Ishmael and Maude G. Ishmael (his wife) and to their heirs and assigns forever, provided always, and these presents are upon the express condition that if the said James M. Ishmael and Maude G. Ishmael (his wife) their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said Bank of Jenks, their heirs, executors, administrators or assigns, the sum of Two hundred seventy one and 35/100 dollars payable as follows, to-wit:

One note dated Nov 28<sup>th</sup> 1910 271.35 dollars on the 28 day of Feb'y 1911. with interest thereon at 10 per cent per annum payable after maturity according to the tenor and effect of the promissory note with interest coupons attached of said----- bearing even date with these presents and shall pay all taxes, and assessments levied upon said real estate before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$500.00 less, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force.

This mortgage is given subject to a mortgage given to A.E. Brown, dated Sep. 19, 1908, for \$1000.00

It is further agreed (1) that if the said mortgagor shall fail to pay such taxes, or procure such insurance the said mortgagee may pay such taxes and procure such insurance and the sum so advanced with interest at-----per cent shall be repaid by said mortgagor, and this mortgage shall stand as security for the same?

(2) That a failure to pay any of said money, either principal or interest, when the same become due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured, to become due and collectable at once at the option of the mortgagee.

Signed this 29 day of Nov. 1910

James M. Ishmael  
Maud G. Ishmael