State of Illinois, County of Cook, SS.

612

On this 17th day of December, A.D. 1910, before me, a Notary Public within and for the county and state aforesaid, personally appeared Harry Lee Taft, Trustee, and Oren B. Taft, a member of the firm of Pearsons and Taft, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth and the said Oren B Taft, acknowledged the execution thereof as the free and voluntary act of said Pearsons and Taft.

Given u nder my hand and Notarial seal this 17th day of December, 1910. (seal) Daisy Hecox, Notary Public My commission expires J an 16, 1913

Filed for record at Tulsa, Okla Dec 29, 1910 at 8 A.M.

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

COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 2nd day of December in the year of our Lord One Thousand Nine Hu ndred and ten between Robert T Barber and Alice A. Barber, husband and wife, of t he county of Tulsa, State of Oklahoma, parties of the first part, and Charles F. Robertson party of the second part:

Witnesseth, That the said parties of the frst part, for and in consideration of the sum of Six Hundred twenty five & no/100 dollars in hand paid by said party of the second part, receipt whereof is hereby acknowledgind, have sold and by these presents do grant, sell, convey and confirm unto the said party of the second part his heirs and assigns forever, allof the following described real estate lying and situate in the county of Tulsa and State of Oklahoma, t o-wit:

The north half of the south east quarter of section twenty two, township seventeen North, range twelve East of the Indian Base and Meridian being the allot ment of Robert T Barber, situate in Tulsa County, Okla. and containing Eighty scres more or less, according to the Government survey thereof.

To have and to hold the same with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all 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 in inheritance therein, free and clear of all incumbrances and t hat they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever, 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 whier heirs and 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 Six Hundred twenty five & no/100 dollars, with interest thereon at the time and manner specified in one certain promissory note bearing date pec 2, 1910, executed by the parties of the first part, payable to the order of Charles F. Robertson at Kiefer, State Bank, Kiefer, Okla., as follows: \$625.00 psyable Jan 2nd, 1912 ith 10 per cent interest from date unti maturity

then and in that case these presents and everything herein expressed shall be void but upon default in the payment of any part of the principal or int crest, when the