

ances thereunto belonging or in any wise appertaining, forever.

Provided, always, and these presents are upon the express condition, that whereas said party of the first part has this day executed and delivered her certain promissory note in writing to said party of the second part, described as follows:

St Louis, Mo., February, 12th 1910. \$7500.00. Two years after date I promise to pay to the order of Thos A. Russell seven thousand five hundred dollars, value received, with interest from maturity, at the rate of eight (8) per cent per annum.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises of any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

In witness whereof, the said party of the first part has hereunto set her hand the day and year first above written.

M. L. Thomas.

State of Missouri, City of St Louis, ss.

Before me, Charles J. Fox, a notary public, in and for said county and state on this 12th day of February, 1910, personally appeared M. L. Thomas, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Charles J. Fox, notary public.

My commission expires August 23rd 1911.

Filed for record at Tulsa, Okla., Feb 17, 1911, at 4:30 P. M.

H. C. Wallley, register of deeds. (seal)

COMPARED

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#### BILL OF SALE.

I, I. Mishino hereby sell to R. F. Daniels, goods from my store to the value of \$400 giving to the said R. F. Daniels, the right and privilege to enter my store at any time and select goods to that amount, and take same out or sell them, this bill of sale being for the purpose of securing the said R. F. Daniels for the sum of two hundred (\$200) dollars which he has this day advanced to me through his endorsement on my note.

The right conferred upon the said R. F. Daniels to enter my store and take goods to the extent above mentioned shall be after he has made demand for the above sum of money, and same has not been paid to him by me, and on or any time after thirty days from this date.

Feb'y 12/11.

I. Mishino.

Acknowledgment.

State of Oklahoma, county of Tulsa, ss.

On this 12th day of February, A. D. 1911, before me a notary public within and for