

Roach, Oscar Roach, Muggie Roach and Bertha Roach, minors, and acknowledged to me that he executed the same as such guardian as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(Seal)

W. L. Miller, Notary Public.

My Commission Expires Jan 21, 1910

Filed for record Feb. 14, 1910 at 4:35 o'clock P. M.

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

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MORTGAGE OF REAL ESTATE.

This indenture made this 14th day of February, 1910, between M. A. Younkman of Tulsa, Oklahoma, of the first part, and Tuxie Roach, guardian of Stella Roach, Oscar Roach, Muggie Roach and Bertha Roach, minors, of Tulsa, Oklahoma, of the second part:

WITNESSETH: That said party of the first part, in consideration of Fourteen Hundred (\$1400.00) Dollars, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto said party of the second part, his successors and assigns, the following described real estate situate in Tulsa County, State of Oklahoma, to-wit:

The East One-half of the South-east Quarter of the South-east Quarter; and the South-west quarter of the South-east Quarter of the South-east Quarter of Section Two (2), Township Twenty-one (21) North, Range Twelve (12) East, being the Homestead Allotment of David Smith, and not occupied as homestead by said M. A. Younkman.

TO HAVE AND TO HOLD THE SAME unto the said party of the second part, his successors and assigns together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, and these presents are upon this express condition that whereas said M. A. Younkman has this day executed and delivered five certain promissory notes in writing to said party of the second part described as follows:

One principal note for \$1400.00, due February, 14, 1912; and four notes as follows:

Note for \$42.00 due August 14, 1910,

" " \$42.00 " February 14, 1911,

" " \$42.00 " August 14, 1911.

" " \$42.00 " February 14, 1912, said last

mentioned four notes for \$42.00 each representing the semi-annual interest due on said principal note.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, his successors or assigns, said sum of money in the above described notes 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 other wise shall remain in full force and effect. But if said sum of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against