

COMBARED

REAL ESTATE MORTGAGE.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.)

THIS INDENTURE, Made this 11th day of April A. D. 1910 between J. W. Russell of Tulsa County in the State of Oklahoma, of the first part, and Lucy Brown and Nellie Brown, minors of Tulsa County, in the State of Oklahoma, of the second part, WITNESSETH, That Said party of the first part, in consideration of the sum of Six Hundred & no/100 and /100 Dollars the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey unto said parties of the second part their heirs and assigns, the following described Real Estate, situate in Tulsa County, and State of Oklahoma, to wit:

The Northwest Quarter (NW4) of Section twenty-six (26), Township Nineteen (19) North, Range Eleven (11) East.

That said land does not constitute the homestead or any part of the homestead of the grantor herein.

TO HAVE AND TO HOLD The same together with all the appurtenances thereunto belonging or in anywise appertaining forever; and warrant the title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that, whereas, said J. W. Russell has this day executed and delivered one certain promissory note in writing to said parties of the second part for \$600 bearing interest at the rate 8% from date until paid; said rate due and payable one (1) year after date.

And the Mortgagor agree to pay \$50.00 Attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid said parties of the second part, their heirs, or assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents 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 the same is due, or if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall and by these presents, become due and payable, and said parties of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration does hereby expressly waive an appraisal 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 his hand the day and year first above written.

J. W. Russell.

State of Oklahoma,)
County of Tulsa.) ss, BEFORE ME a Notary Public in and for said County and State, on this 11th day of April A. D. 1910 personally appeared J. W. Russell to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.