

(seal)

D. B. Crewson, Notary Public.

My commission expires Sept. 27th, 1910.

Filed for record at Tulsa, Okla June 2, 1910 at 5 o'clock P.M.

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

COMPARED

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 31st day of May in the year of our Lord One Thousand Nine Hundred and ~~th~~^{ty} between Samuel W. Brown and his wife Jennie E. Brown of the County of Tulsa, State of Oklahoma, parties of the first part, and Luke Fox, Guardian of Mary, Henry, Ada and Katie Fox, minors, party of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Thousand (\$1000.00) Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have sold, and by these presents does grant, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all of the following described real estate lying and situate in the County of Tulsa, and State of Oklahoma, to wit:

Eighty (80) acres of land being the south half ($S\frac{1}{2}$) of the North West quarter (NW $\frac{1}{4}$) of Sec. Twenty eight (28) Township Seventeen (17) North, range fourteen (14) East, the same being a part of the allotment of Samuel W. Brown,

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 of inheritance therein, free and clear of all incumbrances and that 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 their heirs and assigns sh all well and truly pay or cause to be paid to the said party of the second part his heirs and assigns, the sum of one thousand (\$1000.00) dollars with interest thereon at the time and manner specified in four (4) certain promissory notes bearing date from May 31st, 1910, executed by the parties of the first part, payable to the order of Luke Fox, Guardian of May, Henry, Ada & Katie Fox, minor, as follows, \$250.00 payable two (2) Years with 8 per cent interest from date until paid \$250.00 for Mary Fox, a minor, \$250.00 for Henry Fox, a minor, \$250.00 for Ada Fox, a minor and \$250.0 for Katie Fox, a minor.

then and in that case these presents and everything therein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$50.00 attorney fee all