

of the sum of Eight Hundred and no/100 dollars in hand paid by said parties of the second part, receipt whereof is hereby acknowledged, has sold, and by these presents do--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 and lying and situate in the County of Tulsa, and State of Oklahoma, to wit: South Half (1/2) of the Northeast Quarter (1/4) of Section One (1) Township Sixteen (16) North, Range Twelve (12) East of I.B.M.

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 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 Eight Hundred and no/100 dollars with interest thereon at the time and manner specified in One certain promissory note bearing date July 23rd 1910, executed by the parties of the first part, payable to the order of W.D. Engles, at Sapulpa, Okla. as follows: \$800.00 payable on or before 3 years from date with 8 per cent interest from date, until maturity, interest payable semi annually 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 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 thereon, the holder shall be entitled to recover \$80.00 Attorneys fees, all costs of suit, which sum shall be and become an additional lien and be secured by lien of this mortgage, and said parties of the first part hereby expressly-----all benefits of the homestead exemption stay laws of the state of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said part-- of the first part shall at all times keep the buildings on said premises insured against loss of damage by fire or tornado in a sum not less than \$-----{css, if any payable to the said part-- of the second part, as ----interest may appear.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed and delivered in the presence of

Roht. W. Wall
A. C. Sanders.

Geo. O. Heim
John H. Heim
Lula Heim
Sallie R. Heim

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me

State of Oklahoma, County of Creek, SS.

Before me, the undersigned, a Notary Public in and for said county and state on this 28th day of July 1910 personally appeared Geo. O. Heim and Sallie R. Heim,

W.D. Engles
July 27-1910
James C. ...
Notary Public