

COMPARED

MORTGAGE-- REAL ESTATE

THIS INDENTURE, made this 15th day of August, in the year of our Lord one thousand nine hundred and ten between Attie M. Baird and R.S. Baird her husband of the County of Tulsa and the State of Oklahoma, of the first part, and Lida Bennett of Indiana second party.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Two Hundred Eighty and No/100 dollars, to them duly paid, the receipt of which is hereby acknowledged have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part her and assigns, forever, all that tract or parcel of land situated in the County of Tulsa, and State of Oklahoma, described as follows, to wit:

Lot two (2) Block Eighteen (18) in Owens Addition to the City of Tulsa, Oklahoma.

with the appurtenances and all the estate, title and interest of the said parties of the first part wherein. 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 and will warrant and defend the same and that the same is free and clear of all incumbrances of whatsoever kind.

This grant is intended as a Mortgage to secure the payment of the sum of Two hundred eighty and no-100 dollars according to the terms of one certain promissory note this day executed and delivered by the said parties of the first part to the said party of the second part; and this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept thereon then this conveyance shall become absolute, and the whole shall become due and payable and it shall be lawful for said party of the second part her executors, administrators or assigns; at any time thereafter, to sell the premises hereby granted, or any part hereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part her executors, administrators or assigns; and out of all the moneys arising from such sale to retain the amount then due for principal and interest together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said parties of the first part their heirs and assigns.

In witness whereof, that said parties of the first part have hereunto set their hands and seals the day and year above ^{first} written.

Attie M. Baird (seal)

Signed, sealed and delivered in presence of.

R. S. Baird (seal)

State of Kansas, County of Tulsa, SS.

It is remembered, that on this 16th day of August A.D. 1910, before me a Notary Public in and for said county and state, came Attie M. Baird and R.S. Baird, her husband, who are to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(seal)

F.A. Haver, Notary Public.

Residence, Tulsa, Okla.