

due and payable and said party of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do 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 parties of the first part have hereunto set their hands the day and year first above written.

Samuel F. Darr.

Edna E. Darr.

State of Missouri, County of Marion, SS.

On this 11 day of August A.D. 1910 before me personally appeared Saml. F. Darr and Edna E. Darr, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

And the said-----further declared----- to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Hannibal Mo. the day and year first above written.

My Term of office as Notary Public will expire on the 28<sup>th</sup> day of Sept. A.D. 1911.

(seal)

Robert N. Gilbert, Notary Public.

Filed for record at Tulsa, Okla. Aug. 17, 1910 at 3:10 O'clock P.M.

H.C. Walkley, register of Deeds (seal)

#### COMPARED

#### MORTGAGE OF REAL ESTATE.

This Indenture made this tenth day of August A.D. 1910, between Samuel F. Darr and Edna E., his wife, of Marion County, in the State of Missouri the first part, and George W. Adams, of Tulsa County, Oklahoma, in the state of Oklahoma, of the second part:

WITNESSETH, that said parties of the first part in consideration of Nineteen Hundred and Sixty Dollars (\$1960.00) the receipt of which is hereby acknowledged does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, the following described real estate situated in Tulsa County and state of Oklahoma, to wit:

The east half of block three except lots twenty three and twenty four in Adams Addition to the City of Tulsa.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs 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 mortgagors have this day executed and delivered 3 certain promissory notes in writing to said party of the second part, described as follows:

One principal note for the sum of Nineteen Hundred and Sixty dollars, due eighteen months from its date with two coupon interest notes attached, one for the sum of One Hundred Thirty seven Dollars and twenty cents due one year from its date and one for the sum of sixty eight dollars and sixty cents, due eighteen months from its date, all drawing interest at the rate of seven per cent per annum after maturity.

Now if said parties of the first part shall pay or cause to be paid party of the second part, his heirs 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