

Now, if said Parties of the first Part shall pay or cause to be paid said Party of the second Part, its 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 assessment of every nature, which are or may be assessed and levied against said Premise or any part thereof are not paid when the same are by law made due and payable, and said Party of the second Part shall be entitled to the Possession of said Premises. And the said Parties of the first Part for said consideration does hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma. And the said Parties of the first Part agrees to pay \$25.00 attorney's fees on foreclosure.

In witness whereof the said Parties of the first Part have hereunto set their hands the day and year first above written.

Wm J. Pennington

Alice Pennington.

State of Oklahoma, county of Tulsa, SS.

Before me, a notary Public in and for said county and state, on the 7th day of January, A. D. 1911, Personally appeared W. J. Pennington and Alice Pennington (his wife) to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of January, A. D. 1911.

(SEAL)

Geo G. Rhyne, notary Public.

My commission expires March 10, 1913

Filed for record at Tulsa, Okla., Jan 10, 1911, at 2:35 P. M.

H. C. Walkley, register of deeds (SEAL)

REAL ESTATE MORTGAGE.

This indenture made this 10th day of January, 1911, between E. E. Baile and Mary S. Baile, his wife, of the county of Tulsa, and state of Oklahoma, Parties of the first Part, and Ira D. Pilcher, Party of the second Part

Witnesseth, that the said Parties of the first Part for and to the consideration of the sum of Six hundred and no/100 Dollars in hand paid by said Party of the second Part, the receipt whereof is hereby acknowledged, have sold, and by these Presents do grant, sell, convey and conform unto said Party of the second Part, and to his heirs and assigns forever all of the following described real estate, lying and situated in the county of Tulsa, and state of Oklahoma, to wit:

All of lot eleven (11) in block sixteen (16) College Addition to Tulsa.

To have and to hold the same with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise 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 second Part; and to their heirs and assigns, forever, against the lawful claims of all Persons whomsoever.