

on the 20th day of January, 1911, made an order in said cause, directing and authorizing the said Isaiah Steele, as guardian of Willie Steele and Sallie Steele, minors, to make and execute a mortgage, upon the Property belonging to the said minors, Willie Steele and Sallie Steele, to wit:

The southeast quarter of the southwestquarter of section thirteen (13), township nineteen (19), range thirteen (13), county of Tulsa, state of Oklahoma, in the sum of seven hundred and fifty (\$750) Dollars, for not less than one, nor more than three years, at a rate of interest, not to exceed ten Per cent Per annum.

Now, therefore, in consideration of the sum of seven hundred and fifty (\$750) Dollars, receipt of which is hereby acknowledged, the said Isaiah Steele, guardian, of the first Part, does by these Presents, grant, bargain, sell and convey, unto the said Party of the second Part, his heirs and assigns, the following described real estate, situate in Tulsa county, state of Oklahoma: The southeast one-quarter of the southwest one-quarter of section thirteen (13), township nineteen (19) range thirteen (13), east, being forty (40) acres, with all improvements thereon, 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 thereto belonging, or in anywise appertaining forever.

Provided always, and these Presents, are upon this express condition, that whereas, the said Isaiah Steele, guardian, has this day executed and delivered, his certain promissory note in writing, to the said Party of the second Part, described as follows:

One Promissory note of seven hundred fifty (\$750) Dollars, dated January 23, 1911, due July 23, 1912, with interest from date at the rate of ten Percent Per annum, payable to J. D. Wallingford, at the Union Trust Company, in the city of Tulsa, state of Oklahoma,

now if said Party of the first Part, shall pay or cause to be paid to said Party of the second Part, his heirs or assigns, said sum of money, in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage 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, and if the taxes and assessments, of every nature which are, or may be assessed, and levied against said premises, or any part thereof, are not paid when the same are by law, made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and the said Party of the second Part, shall be entitled to the possession of said premises, together with the rents and profits thereon, and the said Party of the first Part for said consideration, does hereby expressly waive an appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the state of Oklahoma.

In witness whereof, the said Party of the first Part, has hereunto set his hand, the day and year first above written.

Isaiah Steele.
Guardian of Willie and
Sallie Steele, minors.

State of Oklahoma, county of Tulsa, SS.

Before me, N. J. Gubser, judge of the county court, in and for the county of Tulsa, and state of Oklahoma, on this 23rd day of January, 1911, Personally appeared Isaiah Steele to me known to be the identical person, who executed the within and foregoing instrument as guardian of Willie Steele and Sallie Steele, minors, and acknowledged to me that he executed the same for the use and benefit, and as the free and voluntary act and deed of the said minors, and as his free and voluntary act and deed, as guardian of said minors, and for the uses and purposes therein set forth.

N. J. Gubser, county judge.