

and deed for the uses and Purposes therein named.

witness my hand and notarial seal, the day and year last above written.

(SEAL)

Arthur Newlin, notary Public.

My commission expires October 3rd 1914.

Filed for record at Tulsa, Okla., Feb 1, 1911 at 8:00 A. M.

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

COMPARED

MORTGAGE.

This indenture, made this 28th day of January, A. D. 1911, between Chris Breeden and Bertie Breeden, his wife, of Tulsa, county, in the state of Oklahoma, of the first Part, and Farmers & Merchants Bank of Collinsville, of Rogers county in the state of Oklahoma, of the second Part.

Witnesseth, that said Parties of the first Part, in consideration of the sum of Five hundred seventy-six & no/100 Dollars, the receipt of which is hereby acknowledged, do by these Presents, grant, bargain, sell and convey and mortgage unto said Party of the second Part their heirs and assigns, all the following described real estate, situated in the county of Tulsa, state of Oklahoma, to-wit:

All lots numbered one (1), and two (2), in block number seven (7), situated in west Tulsa, said county and state according to the recorded Plat thereof.

This mortgage is given subject to a lien of \$350.00 made to the Minnetonka Lumber Co. of Tulsa, Okla.

do have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

provided always, and these Presents are upon this expressed condition, that whereas said Chris Breeden and Bertie Breeden his wife, have this day executed and delivered one certain Promissory note in writing to said party of the second Part, of which the following is a true and correct copy:

No. \$576.00

Collinsville, Okla., Jan'y 23, 1911.

Six months after date, we or either of us, each as Principal, Promise to Pay to the order of Farmers & Merchants Bank, Collinsville, Okla. five Hundred seventy six # Dollars

For value received, negotiable and Payable at Farmers & Merchants Bank, Collinsville, Oklahoma, with interest at ten Per cent Per annum from date until Paid. The maker, signers and endorsers, each severally waive Presentation for Payment, notice of non-Payment, Protest and notice and further consent to renewals or extensions without further notice. They also agree to Pay an attorney's fee if this note is collected by an attorney or by legal proceedings.

Now if said Parties of the first Part shall Pay or cause to be paid to said Party of the second Part their 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 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, of 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, then the whole of said sum or sums, and interest thereon, shall and by these Presents become due and Payable, and said Part of the second Part shall be entitled to the Possession of said Premises. Said Party of the first Part shall keep Property in good condition and keep