

This Indenture, Made this twentieth day of February A. D. 1908, between J. H. Boyd

a single man

of Tulsa County, in the State of Oklahoma, of the first part, and

Kate Potter Forbes Rochester

of Monroe County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Five Thousand and no/100 (5000.00) Dollars, the receipt of which is hereby acknowledged,

do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described

REAL ESTATE, situated in City of Tulsa Tulsa County, and State of Oklahoma, to-wit: commencing at a point fifty 50 feet easterly from the south west corner of Block (87), eighty seven and running northerly 100 one hundred feet parallel with Cincinnati Ave; thence easterly 30 fifty feet parallel with south second street; thence southerly 100 one hundred feet parallel with Cincinnati Ave to north line of said second street; thence westerly 100 one hundred feet parallel with south second street to place of beginning; said plat of ground being 50 x 100 feet in Lot 5 - five Block (87) eighty seven

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 J. H. Boyd a single man has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: on certain note due (1)

one year from date February 19th 1908 for (\$5000.00) five thousand dollars with interest at 10% ten per cent per annum, said interest being due and payable semi annually.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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 said party of the second part shall be entitled to the possession of said premises. And the said party 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 party of the first part has hereunto set his hand the day and year first above written.

J. H. Boyd

STATE OF OKLAHOMA, }
COUNTY. } ss.

Before me, Frank M. Rodolf a notary public in and for said County and State on this 19th day of February 1908, personally appeared J. H. Boyd

and a single man to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires April 11th 1908

(notarial seal)

Frank M. Rodolf

This instrument was filed for Record on the 19th day of Feb A. D. 1908, at 2¹⁰ o'clock P. M., and duly recorded the 19th day of Feb 1908.

By _____ Deputy.

H. C. Walker
Register of Deeds.

(Seal)