

This Indenture, Made this 17th day of February A. D. 1908, between C. W. Eaton

of Tulsa County, in the State of Oklahoma, of the first part, and William L. Walden
Guardian of Mary L. Walden et al of
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of One Thousand ^{no}
(1,000) Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part 4 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The westerly half of Lot six in Block one hundred and sixty eight (168) of the City of Tulsa according to the Original plat and survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 4 of the second part his successors 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 C. W. Eaton
has this day executed and delivered one certain

promissory note in writing to said part 4 of the second part, described as follows:

Tulsa Okla., Feb 17th 1908 Two years after date I promise to pay to William L. Walden as Guardian of Mary L. Walden and others or his legal successors as Guardian One Thousand Dollars (1000.00) at Tulsa Okla, value recd with interest at the rate of six per cent per annum from date

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 of the second part his successors 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 part 4 of the second part shall be entitled to the possession of said premises. And the said part 4 of the first part for said consideration does 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 part 4 of the first part has hereunto set his hand the day and year first above written.

C. W. Eaton

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.

Before me, D. B. Rose

a Notary Public

in and for said County and State on this 17th day of February 1908, personally appeared C. W. Eaton

and he 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 July 7 1911

(Notarial Seal)

D. B. Rose

Notary Public

This instrument was filed for Record on the 24 day of Feb A. D. 1908, at 8 o'clock A. M., and duly recorded the 24 day of Feb 1908

By (Seal) Deputy.

H. C. Walker
Register of Deeds.