

Mary M. Barber & Hb TO Etha E. Knight  
 This Indenture, Made this second day of March, A. D. 1908, between Mary J. Barber and J.W. Barber her husband of Wagoner County, in the State of Oklahoma, of the first part, and Etha E. Knight Guardian of Gertrude Donaldson of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two thousand & no Dollars, the receipt of which is hereby acknowledged,

do by 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 Tulsa County, and State of Oklahoma, to-wit:

The north half of the south east quarter and the south west quarter of the south east quarter of section One (1) Township eighteen (18) North Range fourteen (14) East containing 170 acres more or less according to the United States survey thereof  
 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 Mary M. Barber and J.W. Barber have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

\$2000.00

Mar 2-1908

Mar 2, 1913, after date we promise to pay to the order of Etha E. Knight Guardian of Gertrude Donaldson Two Thousand & no Dollars for value received negotiable and payable without defalcation or discount and with interest from date at the rate of eight per cent per annum, and if the interest be not paid annually to become as principal and bear the same rate of interest

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 appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set our hands the day and year first above written.

Mary M. Barber  
J.W. Barber

STATE OF OKLAHOMA. }  
Tulsa COUNTY. } ss.

Before me, Thomas W. Walker Notary Public in and for said County and State on this second day of March 1908, personally appeared Mary M. Barber and J.W. Barber her husband 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.

My Commission expires May 19<sup>th</sup> 1911

(notary seal)

Thomas W. Walker  
Notary Public

This instrument was filed for Record on the 3 day of March A. D. 1908, at 1<sup>30</sup> o'clock P. M., and duly recorded the 3 day of March 1908

By \_\_\_\_\_ Deputy.

H. L. Walkley  
 Register of Deeds.