

This Indenture, Made this 1st day of April, A. D. 1905, between

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

of H.B.C. Grigler 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

Five Hundred and no Dollars, the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot numbered seven (7) and eight (8) in Block numbered nine (9) Over a addition to the City of Tulsa, Oklahoma according to the official plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said part 2 of the second part his 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

Samuel L. Patton has this day executed and delivered certain promissory note in writing to said part 1 of the second part, described as follows: of which the following is

a copy  
\$500.00

Tulsa, Okla. April 1st 1905  
One year after date, I promise to pay to H.B.C. Grigler, or his or her, five hundred and no dollars at Bank of Commerce Tulsa Oklahoma, with interest at the rate of 10 per cent per annum from maturity  
Due 4/1/09  
Samuel L. Patton.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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, then the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part 1 of the second part shall be entitled to the possession of said premises. And the said part 1 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 part 1 of the first part has hereunto set his hand, the day and year first above written.

STATE OF OKLAHOMA, }  
Tulsa County. } ss.

Before me, W.G. Brockman Notary Public in and for said County and State on this 1st day of April, 1905, personally appeared Samuel L. Patton and

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 May 14th 1911

W.G. Brockman

Notary Public

This instrument was filed for Record on the 2 day of April, A. D. 1905, at 2<sup>40</sup> o'clock P. M., and duly recorded the 2 day of April, 1905.

By (Seal) Deputy.

H.C. Walley

Register of Deeds.

Signed and acknowledged before me May 11th 1909 at 2 PM  
H.C. Walley  
Register of Deeds