

J. Truman Nixon

TO S. C. Nixon

This Indenture, Made this 4<sup>th</sup> day of April A. D. 1908, betweenJ. Truman Nixon and Florence B. Nixon his wife  
of Tulsa County, in the State of Oklahoma, of the first part, and S. C. Nixon of Deer Creekof Oklahoma County, in the State of Oklahoma, of the second part:WITNESSETH, That said part 2 of the first part, in consideration of the sum of Two Thousand  
2000.00 Dollars, the receipt of which is hereby acknowledged,do by these 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: Lots numberedseven (7), and eight (8), in Block five (5) in the  
town of North Tulsa Cherokee Nation Indian  
Territory according to the recorded survey and  
plat thereof Tulsa Okla., in the sum of Two ThousandTO 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 J. Truman and  
Florence B. Nixon have this day executed and delivered one certain  
promissory note in writing to said part 2 of the second part, described as follows:One note due on or before April 4<sup>th</sup> 1909  
for Two Thousand no/100 dollars bearing 8% interest  
from dateNow, 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, the whole of said sum or sums, and  
interest thereon, shall then become due and payable, and said part 2 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 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 1 of the first part has hereunto set their hands the day and year first above written.J. Truman Nixon  
Florence B. NixonSTATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.Before me, Grace Mapes a Notary Public  
in and for said County and State on this 10<sup>th</sup> day of April 1908, personally appeared J. Truman  
Nixon and Florence B. Nixon his wife to me known to be the identical person  
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 Aug 23 - 1910Grace MapesThis instrument was filed for Record on the April 13 day of April A. D. 1908, at 5 o'clock P. M.,  
and duly recorded the 13 day of April 1908

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

H. C. E. Kelley  
Register of Deeds.