

This Indenture, Made this 20 day of Dec A. D. 1907, between Emma Bismar and Willie Bismar of Tulsa County, in the State of Oklahoma, of the first part, and Spaulding Mfg Co.

of Gunnell Iowa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred Forty and no/100 Dollars, the receipt of which is hereby acknowledged, doed by these presents Grant, Bargain, Sell and Convey unto said parties of the second part their heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: North half of Sec 14 and SW 1/4 of SE 1/4 of Sec 27 Township 18, R 14 E.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part its 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 Emma Bismar & Willie Bismar have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: Broken Promise Dec 28, 1907

On or before the 1<sup>st</sup> day of Jan 1<sup>st</sup> 1909 for value received we promise to pay the Spaulding Mfg Co or order at their office in Gunnell Iowa one hundred and forty dollars with interest at eight per cent from date.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its 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 parties of the first part for said consideration doed 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 their hands the day and year first above written.

Emma Bismar  
Willie Bismar

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, W.P. Fraker Notary Public

in and for said County and State on this 30 day of December 1907, personally appeared Willie Bismar and Emma Bismar 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 April 9, 1908  
notarial seal

W.P. Fraker

This instrument was filed for Record on the 4 day of Jan A. D. 1908, at 5<sup>30</sup> o'clock A. M., and duly recorded this 4 day of Jan 1908.  
By H.L. Walkley Deputy. Register of Deeds.