

This Indenture, Made this 31 day of January A. D. 1908, between Joseph McMillan "Single" of Tulsa County, in the State of Oklahoma, of the first part, and Joseph Heady of Tulsa 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 Hundred & Twenty Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 1 of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The west fifty five (55) of Lot four (4) Block eighty one (81) according to the official plat and Government survey of City of Tulsa Okla

TO HAVE AND TO HOLD THE SAME, unto the said part 1 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 Joseph McMillan has this day executed and delivered one certain promissory note in writing to said part 1 of the second part, described as follows:

Dated Jan 31, 1908 and due Jan 31 1909 for \$220.00

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me.

Joseph Heady  
May 29 1911  
H. C. Walkley  
Register of Deeds.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 1 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 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 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 his hand the day and year first above written.

R. E. Lynch  
W. Lynch

Joseph McMillan

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY, }

Before me, Robert E. Lynch, Notary Public in and for said County and State on this 31 day of January 1908, personally appeared Joseph McMillan "Single" and 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 2 1911

Robert E. Lynch  
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This instrument was filed for Record on the 7 day of April A. D. 1908, at 5 o'clock P.M., and duly recorded the 7 day of April 1908.

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

H. C. Walkley  
Register of Deeds.