

A E Barksdale and wife To Ges Wallach
 This Indenture, Made this 6th day of April A. D. 1908, between A E Barksdale and Mary Barksdale his wife both
 of Tulsa County, in the State of Oklahoma, of the first part, and Ges Wallach

of 0 County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 0 of the first part, in consideration of the sum of One Hundred forty two
and 50/100 142 50 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 4 of the second part 2 heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:
all of the east 50 ft of Lots 5-6- Block 53 of the
Original townsite of Tulsa Tulsa Co. Okla
being 50 ft front on north first St by 130 ft-dep.

TO HAVE AND TO HOLD THE SAME, unto the said part 4 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 A E Barksdale
 has this day executed and delivered one certain

promissory note in writing to said part 4 of the second part, described as follows:

\$ 142 50 Copy Tulsa Okla Apr-6-1908.
Six months after date, waiving grace, for value received
we, or either of us, promise to pay to the order of Ges Wallach
One hundred forty two and 50/100 dollars negotiable and payable
without defalcation or discount with interest at eight per
cent per annum from maturity until paid. The drawers
endorsees, sureties and guarantors severally waive presentment
for payment protest and notice of protest notice of non payment
and diligence in enforcing payment of this note and agree
that the time of payment may be extended without notice
to them or without their consent and without affecting their
liability. Witness H A Eamus A E Barksdale: Mary Barksdale
W. S. Woodbury

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 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 4 of the second part shall be entitled to the possession of said premises. And the said part 4 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 11 of the first part has hereunto set their hand the day and year first above written.

A E Barksdale
Mary Barksdale

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY, } Before me, H A Eamus Notary Public
 in and for said County and State on this 6th day of April 1908, personally appeared A E Barksdale
 and Mary Barksdale his wife to me known to be the identical person 4
 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. Not

My Commission expires Dec. 14 1911

H A Eamus
Notary Public

This instrument was filed for Record on the Apr. 7 day of April A. D. 1908, at 11 o'clock A M.,
 and duly recorded the 7 day of April 1908
 By H C Wallach Deputy.
seal Register of Deeds.