

*Ja Friend & wife* TO *J. F. Walker*

This Indenture, Made this 8<sup>th</sup> day of April A. D. 1908, between Ja Friend and wife Julia A Friend of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and James Francis Walker of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Six Thousand (6000) and no/100 Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa, Tulsa County, and State of Oklahoma, to-wit: Commencing at a point at the south west corner of lot four (4) in block eight seven (87) thence running north 100 feet on alley line; thence easterly 50 feet thence southerly 100 feet parallel with alley line thence westerly 50 feet on alley line to second street to place of beginning and plot of ground being fifty feet fronting on second street by one hundred feet deep TO HAVE AND TO HOLD THE SAME, unto the said party 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 Ja Friend and wife have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: One note for six thousand dollars \$6000.00 due April 8<sup>th</sup> 1911 with interest at eight (8) percent per annum payable semi annually.

Now, if said parties of the first part shall pay or cause to be paid to said party 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 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 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 parties of the first part have hereunto set this hand the day and year first above written.

Ja Friend  
Julia A Friend

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY, } Before me, Charles H. Bryan a notary Public in and for said County and State on this 8<sup>th</sup> day of April 1908, personally appeared Ja Friend and Julia A Friend his wife 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 January 1912

Charles H. Bryan

This instrument was filed for Record on the 9 day of April A. D. 1908, at 5<sup>30</sup> o'clock A. M., and duly recorded the 9 day of April 1908

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

H. H. Wacker  
Register of Deeds.

Seal