

This Indenture, Made this 22nd day of May, A. D. 1905, between

L. J. Martin and Maybell F. Martin, his wife

of Tulsa County, in the State of Oklahoma, of the first part, and

W. H. Roesser, Guardian

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

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Eighteen hundred (\$1800.00) and no Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

West half (1/2) of the southeast quarter (1/4) and the south east quarter (1/4) of section twenty six (26), Township nineteen (19) north, Range thirteen (13) east. Privilege is hereby granted grantor to pay \$100, or any multiple thereof at any interest paying date.

TO HAVE AND TO HOLD THE SAME, unto the said part 2d 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 L. J. Martin and Maybell F. Martin, his wife, have this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows:

\$1800.00. Tulsa, Okla., April 22, 1905.

Five years after date we promise to pay to the order of W. H. Roesser, guardian, eighteen hundred (\$1800) dollars, at Tulsa, Oklahoma, Value received without interest at the rate of 5 per cent, payable annually, until paid. Privilege is granted of paying \$100, or any multiple thereof at any interest paying date.

Signed L. J. Martin.  
Maybell F. Martin.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d of the second part his heirs and 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 2d of the second part shall be entitled to the possession of said premises. And the said part 1st 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 1st of the first part has hereunto set their hand the day and year first above written.

L. J. Martin.  
Maybell F. Martin.

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, Sophia Magnuson, Notary Public

in and for said County and State on this 22nd day of April, 1905, personally appeared

L. J. Martin and Maybell F. Martin, 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 May 13, 1911

(Seal)

Sophia Magnuson.  
Notary Public.

This instrument was filed for Record on the 27 day of Apr, A. D. 1905, at 4:10 o'clock P. M., and duly recorded the 27 day of Apr, 1905.

By (Seal) Deputy.

H. C. Walkey.  
Register of Deeds.