

This Indenture, Made this 29th day of April A. D. 1908, between

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

of Thorn County, in the State of Kansas, of the second part:

WITNESSETH, That said part~~4~~ of the first part, in consideration of the sum of.

Four hundred and no/00 Dollars, the receipt of which is hereby acknowledged,  
do hereby 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 County, and State of Oklahoma, to-wit:

Lot three (3) and four (4) in block eighteen (18) in the town of  
Owassa, Oklahoma, according to the official plat map. The said  
lot have erected thereon the two story hotel building and other  
out buildings.

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

Jennisa Runey has this day executed and delivered for certain promissory note in writing to said part 4 of the second part, described as follows:

Note dated April 29th, 1908 in the principal sum of \$400.00 payable one year from date and bearing interest at the rate of 10 per cent per annum from date.

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 of the second part him 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 4 of the first part has hereunto set her hand the day and year first above written.

Account set to hand the day and year first above written  
*Jemima Kinney*

STATE OF OKLAHOMA, }  
*Tulsa* COUNTY. } SS

Before me, Saul P. McQuinn, a Notary Public

in and for said County and State on this 0 day of 0 1904, personally appeared

Jessima Kinney and \_\_\_\_\_ to me known to be the identical person.

who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires June 11 1910 (Reel) Samuel R. M. Kinney

This instrument was filed for Record on the 30 day of Apr. A. D. 1941, at 11 o'clock a. M.  
and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 1941 H. J. [Signature]

By \_\_\_\_\_ Deputy. *(Seal)* \_\_\_\_\_ Register of Deeds.