

This Indenture, Made this 30 day of April A. D. 1908, between

L. R. Ten Broeck and Hattie Ten Broeck his wife
of Tulsa County, in the State of Oklahoma, of the first part, and

John T. Lay
of 2 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 Seven hundred and twenty five Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The north half of five (5) Block thirty-eight (38) in the Town of Tulsa, Tulsa County, State of Oklahoma - according to the government survey and plat of the foregoing town.

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd 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. R. Ten Broeck and Hattie Ten Broeck have this day executed and delivered this certain promissory note in writing to said part 2nd of the second part, described as follows:

Dated April 30, 1908 to run three years interest payable annually at the rate of 8%.

It is herein agreed that said first part must keep said premises insured in some reliable fire insurance and tornado insurance for the amount of two hundred dollars, during the life of this loan.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd 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 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 1st of the first part has set hereunto set their hands the day and year first above written.

L. R. Ten Broeck
Hattie Ten Broeck

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, B. F. Patton a Notary Public
in and for said County and State on this 30 day of April 1908, personally appeared
L. R. Ten Broeck and Hattie Ten Broeck 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 Sept. 9th 1909 (Seal)

B. F. Patton

This instrument was filed for Record on the 30 day of April A. D. 1908, at 5:10 o'clock P. M.,
and duly recorded the 30 day of April 1908
By (Seal) Deputy. H. C. Walling Register of Deeds.