

This Indenture, Made this 14<sup>th</sup> day of January A. D. 1908, between Gilbert Porque and Wife Euphemia Porque  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
J. J. or Lena Angersbach  
 of Willow Springs, Missouri County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of  
Eleven Hundred and no 100 Dollars, the receipt of which is hereby acknowledged,  
 do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part Their heirs and assigns, <sup>all</sup> the following described  
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:  
All of Lot Eleven (11), and the East Fifty (50) Feet of Lot Ten (10) both in Block One Hundred and Sixty nine (169) in the City of Tulsa.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part Their 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 Gilbert Porque and Wife Euphemia Porque have this day executed and delivered Their certain promissory note in writing to said parties of the second part, described as follows:

One Principal note in the sum of \$1100.00 due January 14<sup>th</sup> 1909, and two Semi Annual Interest Notes to even date, in the sum of \$44.00 each, and due July 14<sup>th</sup> 1908 and January 14<sup>th</sup> 1909.

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part Their heirs or assigns, said sum of money in the above described note as 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 parties 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 appraisement 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 Their hand the day and year first above written.

Gilbert Porque  
Euphemia Porque

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY. } Before me, C. D. Coggeshall a Notary Public  
 in and for said County and State on this 15<sup>th</sup> day of January 1908, personally appeared Gilbert Porque and Wife Euphemia Porque 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 14<sup>th</sup> 1911

(Notarial Seal)

C. D. Coggeshall

This instrument was filed for Record on the 17 day of Jan A. D. 1908, at 4 o'clock P. M.,  
 and duly recorded the 19 day of Jan 1908,  
 By H. C. Walker Deputy.  
 (Seal) Register of Deeds.