

This Indenture, Made this 2nd day of May, A. D. 1908, between John H. Wynn, C. H. North, W. A. Sharp, & O. Owens of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and O. W. Smith of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Three thousand Dollars (\$3000.00), the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa, Tulsa County, and State of Oklahoma, to-wit:

The twenty five (25) feet of lot number five (5) in block number one hundred six (106) in the City of Tulsa according to W. S. survey & plat thereof. Being 65 ft. front on 3<sup>rd</sup> St. by 100 ft. on Boston St.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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 Parties of the first part have this day executed and delivered a certain promissory note in writing to said part 4 of the second part, described as follows:

One principal note dated May 2nd, 08 and due May 2nd 09 for \$3000.00, bearing 10% interest from maturity and one interest note date May 2nd 08 & due Nov 2nd 08 for \$1500.00 and one interest note date May 2nd 08 & due May 2nd 09 for \$150.00. Both to bear 10% after maturity. Notes all bearing the clause of 10% Attorney's fees and 10% of notes to be paid by first parties if notes are collected by an attorney or legal proceedings.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part his heirs or assigns, said sum of money in the above described notes 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 part 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part have hereunto set their hand the day and year first above written.

O. W. Owens  
Octavia Owens  
C. H. North  
Emma O. North

John H. Wynn  
Delphia Wynn  
W. A. Sharp

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, C. H. Vincent Notary Public in and for said County and State on this 2nd day of May, 1908, personally appeared O. W. Owens, Octavia Owens, C. H. North, John H. Wynn, and W. A. Sharp 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 Jan. 21st 1912 (Seal) C. H. Vincent

This instrument was filed for Record on the 2 day of May, A. D. 1908, at 2<sup>00</sup> o'clock P. M., and duly recorded the 19 day of May, 1908. By H. C. Wadley Deputy. (Seal) Register of Deeds.