

This Indenture, Made this 11th day of May A. D. 1908, between

Ethel C. Gillies and H. B. Gillies wife and husband  
of Tulsa County, in the State of Oklahoma, of the first part, and

John P. Lay  
of \_\_\_\_\_ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Five Hundred (\$500.00) Dollars, the receipt of which is hereby acknowledged, do by 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:

The south half of lot six, block one hundred and forty six, Tulsa, Oklahoma, according to the government survey and plat of the aforesaid town. valued at two thousand dollars.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 Ethel C. Gillies and H. B. Gillies had this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Stated 11th day of May, 1908, due two years after date, payable to John P. Lay, signed by Ethel C. Gillies and H. B. Gillies

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party 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 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 parties of the first part have hereunto set their hand and the day and year first above written.

Ethel C. Gillies  
H. B. Gillies

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, D. F. Patton a Notary Public  
in and for said County and State on this 11th day of May 1908, personally appeared  
Ethel C. Gillies and H. B. Gillies wife and husband 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 September 9th 1908

D. F. Patton

This instrument was filed for Record on the 11 day of May A. D. 1908, at 10<sup>15</sup> o'clock A. M.,  
and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
By \_\_\_\_\_ Deputy. (Seal) H. B. Wadley Register of Deeds.