

This Indenture, Made this 1st day of May A. D. 1908, between C. L. Lewis

of Nowata, Tulsa County, in the State of Oklahoma, of the first part, and Lee H. Tackett and guardian of Percy Patton and Lilian Patton, minors of Nowata, Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Eighty two and 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described REAL ESTATE, situated in County of Tulsa County, and State of Oklahoma, to-wit: The East 1/2 of the N.W. 1/4 of the N.W. 1/4 of sec. 15, Township 20 Range 13 east all in Tulsa County, State of Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part 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 C. L. Lewis had this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows: of which the following -

January 18th 1909 after date I promise to pay Lee H. Tackett or his legal representatives the sum of eighty two and 00/100 dollars with interest at the rate of 8 per cent from date until paid.

C. L. Lewis

Now, if said part of the first part shall pay or cause to be paid to said part 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, then the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part of the second part shall be entitled to the possession of said premises. And the said part 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 of the first part has hereunto set his hand the day and year first above written.

C. L. Lewis

STATE OF OKLAHOMA, } ss.

Rogers COUNTY. Before me, Edgar S. Sullivan a Notary Public in and for said County and State on this 1st day of May 1908, personally appeared C. L. Lewis and to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and official seal the day and year above set forth.

My Commission expires 4-26 1909

(Seal)

Edgar S. Sullivan  
Notary Public

This instrument was filed for Record on the 15 day of May A. D. 1908, at 5 o'clock P. M., and duly recorded the 15 day of May 1908. By H. C. Walkley Deputy. Register of Deeds.