

This Indenture, Made this 4th day of May A. D. 1922, between John J. Culbertson

of Paris, Lamar County, in the State of Texas, of the first part, and

of Alice J. Clark
of Paris, Lamar County, in the State of Texas, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of

Ten Thousand & Dollars, the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said part 2^d of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

the south ninety (90) feet of lot five (5) in block one hundred nineteen (119) of the City of Tulsa, Oklahoma, according to the plat made by the United States and on file in the recorder's office. The lot hereinafter being ninety ninety feet front on main street and running back up to street 140 feet and 1/2.

TO HAVE AND TO HOLD THE SAME, unto the said part 2^d of the second part her 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

John J. Culbertson has this day executed and delivered her certain promissory note in writing to said part 2^d of the second part, described as follows:

\$10000.00 Paris, Texas May 4th 1922
Three years after date I promise to pay to the order of Alice J. Clark at the American National Bank in the City of Paris, Lamar County, Texas, ten thousand dollars for value received with 7 per cent interest per annum from date until paid and ten percent attorneys fee if collected by law or placed for collection. Interest payable semi annually.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d of the second part her 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 2^d 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 hereunto set her hand the day and year first above written.

John J. Culbertson

STATE OF Texas OKLAHOMA, } ss.

Lamar COUNTY. Before me, W. L. Boudette a Notary Public

In and for said County and State on this 18th day of May 1922, personally appeared John J. Culbertson

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.

My Commission expires June 1st 1929 (Seal)

W. L. Boudette
Notary Public, Lamar County, Tex.

This instrument was filed for Record on the 25 day of May A. D. 1922, at 9 o'clock a M., and duly recorded the 25 day of May 1922.

By W. L. Boudette Deputy. (Seal) W. L. Boudette Register of Deeds.