

This Indenture, Made this 22 day of January A. D. 1918, between Lewis P. Carter and Lettie T. Carter husband & wife of Tulsa County, in the State of Oklahoma, of the first part, and

B. C. Fitt of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of Three hundred and twenty five and no Dollars, the receipt of which is hereby acknowledged, do ~~by~~ by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Lot 4 of Block 10 in Block 54-4-4 in the City of Tulsa Okla., as is shown by the Government plat and survey maps.

TO HAVE AND TO HOLD THE SAME, unto the said part of 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 Lewis P. Carter and Lettie T. Carter husband & wife have this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows: of which the following is a copy \$25.00

Tulsa, Okla. Jan 22, 1918 Thirty days after date for value received we promise to pay to B. C. Fitt or order Three hundred and twenty five dollars at Tulsa, Okla. to bear interest at the rate of 10 per cent per annum from maturity. And further I hereby agree that if this note is not paid when due it shall become due and payable, for the collection including ten per cent for attorneys fee due Feb. 22-18

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

Lewis P. Carter  
Lettie T. Carter

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, a Notary Public in and for said County and State on this 22 day of Jan 1918, personally appeared Lewis P. Carter and Lettie T. Carter 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 Sept. 27 1918 (Seal) L. P. Brownson

This instrument was filed for Record on the 22 day of Jan A. D. 1918, at 2:30 o'clock P. M., and duly recorded the 22 day of Jan 1918 By H. C. T. Wiley Deputy. (Seal) Register of Deeds.