

This Indenture, Made this 4th day of June, A. D. 1928, between

Nettie H. Friedrich and Wm. B. Friedrich her husband  
of Tulsa County, in the State of Oklahoma, of the first part, and

Henry F. Wilcox  
of Adair County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of Two thousand (\$2,000.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

All of lot numbered four (4) in block numbered one hundred and twenty-six (126) in the City of Tulsa, Tulsa County and State of Oklahoma, formerly Indian Territory, according to the official survey. Two thousand dollars.

\*TO HAVE AND TO HOLD THE SAME, unto the said part 2d 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 Nettie H. Friedrich and Wm. B. Friedrich has this day executed and delivered one certain promissory note in writing to said part 2d of the second part, described as follows:

One note for two thousand dollars of even date herewith for principal sum of two thousand dollars due three years from date, and interest at the rate of eight per cent per annum from date, payable annually and if not paid annually, to become part of principal and bear interest at same rate in said note is specified 10 per cent for attorney fee if collected by an attorney or by legal proceedings, which first parties agree to pay.

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

Nettie H. Friedrich  
Wm. B. Friedrich

STATE OF OKLAHOMA, } ss.

Tulsa County. Before me, Benjamin B. Connor Notary Public  
in and for said County and State on this 5th day of June, 1928, personally appeared Nettie H. Friedrich and Wm. B. Friedrich 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 March 29, 1944 (Seal)

Benjamin B. Connor  
Notary Public

This instrument was filed for Record on the 5 day of June, A. D. 1928, at 4 o'clock P. M., and duly recorded the 5 day of June, 1928.

By (Seal) Deputy.

H. C. Walley Register of Deeds.

\* Note: This mortgage was given to secure the payment of a promissory note for the sum of two thousand dollars, due three years from date, and interest at the rate of eight per cent per annum from date, payable annually and if not paid annually, to become part of principal and bear interest at same rate in said note is specified 10 per cent for attorney fee if collected by an attorney or by legal proceedings, which first parties agree to pay.