

Charles D. McCollough et ux TO Mary E. Green

This Indenture, Made this 11th day of June A. D. 1908, between  
Charles D. McCollough  
 of Delaware County, in the State of Oklahoma, of the first part, and Mary E. Green  
 (widow)  
 of Delaware County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of  
One thousand and one hundred & no (1180.00) Dollars, the receipt of which is hereby acknowledged,  
 do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described

REAL ESTATE, situated in Delaware County, and State of Oklahoma, to-wit: A plat of ground 50x50 feet  
the west end of Lot 10, Block 20, one hundred and one (101) of the original town of Tulsa, more  
particularly described as follows: Beginning at the southeast corner of said Lot Three (3)  
and running in a northerly direction a distance of Fifty (50) feet thence running  
in an easterly direction a distance of fifty (50) feet thence running in a  
southerly direction a distance of fifty (50) feet thence running in a  
westerly direction a distance of Fifty (50) feet to the place of beginning.

TO HAVE AND TO HOLD THE SAME, unto the said party 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  
Charles D. McCollough has this day executed and delivered 1 certain  
 promissory notes in writing to said party of the second part, described as follows:

\$125.00 due October 1st 1908; \$125.00 due January 1st 1909; \$125.00  
due April 1st 1909; \$125.00 due July 1st 1909; \$125.00 due October 1st  
1909; \$125.00 due January 1st 1910; \$125.00 due April 1st 1910;  
\$125.00 due July 1st 1910; \$100.00 due October 1st 1910.

This mortgage is given subject to a mortgage of \$700.00  
due June 11th 1909 and drawn in favor of Lucia E. Barrett.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns, said sum of money in the above described notes 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 party 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 party of the first part has hereunto set her hand: the day and year first above written.

Charles D. McCollough  
Elise White McCollough

STATE OF OKLAHOMA.

Delaware COUNTY. } ss. Before me, D. C. Rose Notary Public  
 in and for said County and State on this 11th day of June 1908, personally appeared  
Charles D. McCollough and Elise White McCollough to me known to be the identical persons  
 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 July 7th 1911.  
 (Seal)

D. C. Rose  
Notary Public

This instrument was filed for Record on the 11 day of June A. D. 1908, at 2:35 o'clock P. M.,  
 and duly recorded the 11 day of June 1908.

By \_\_\_\_\_ Deputy.

(Seal)

H. S. Walker  
 Registrar of Deeds.