

*William W. Winteringer* TO *C. M. Smith*

This Indenture, Made this 11th day of June A. D. 1908, between  
*William W. Winteringer and Gertrude E. Winteringer*  
of City of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and C. M. Smith

of City of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of

Five Hundred

(\$500.00)

Dollars, the receipt of which is hereby acknowledged,

do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described

REAL ESTATE, situated in City of Tulsa, Tulsa County, and State of Oklahoma, to-wit: the north seventy five feet of Lot One (1) Block one Hundred and seventy four (174) the same being 15 feet fronting on main Street and running west 140 feet to the alley (being the corner lot) according to the official plat and Government Survey of said City of Tulsa, Okla.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 First Parties

has this day executed and delivered 3 certain

promissory notes in writing to said party of the second part, described as follows:

One Principle note dated June 11th 08 & due June 11th 09 for \$500.00 with int @ 10% from maturity.  
One Int. note date June 11th 08 due Dec. 11th 08 for \$25.00.  
One " " " June 11th 08 " June 11th 09 " \$25.00  
Both int. notes bearing 10% from maturity.  
All above notes bearing the clause of agreement to pay an attorney fee of \$10.00 and 10% of the note if collected by an attorney or of legal proceedings.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his 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 parties of the first part have hereunto set their hand the day and year first above written.

*William W. Winteringer*  
*Gertrude E. Winteringer*

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.

Before me, Geo. W. Newbray Notary Public

in and for said County and State on this 11th day of June 1908, personally appeared William W. Winteringer

and Gertrude E. Winteringer 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 6-29 1910

(Seal)

Geo. W. Newbray

This instrument was filed for Record on the 12 day of June A. D. 1908, at 3 o'clock P. M., and duly recorded the 12 day of June 1908

By (Seal) Deputy.

(Seal)

Register of Deeds.