

This Indenture, Made this 13th day of June A. D. 1908, between

Spire B. Berry, a single man
of Tulsa County, in the State of Oklahoma, of the first part, and

James H. Berry
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Two Hundred fifty and no Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot 13, 14, 15, 16, 17, 18 in Block 11 in Berry's addition to Tulsa, in said County and State.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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 Spire B. Berry has this day executed and delivered his certain promissory note in writing to said part 2 of the second part, described as follows:

One note of even date herewith for \$250.00, bearing interest at 10% from date, due in 90 days, signed by Spire M. Berry, by John H. Berry, his attorney in fact.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set his hand the day and year first above written.

Spire B. Berry
by John H. Berry
att. in fact.

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, Chas. Haley a Notary Public

in and for said County and State on this 13th day of June 1908, personally appeared John H. Berry

attorney in fact for and Spire B. Berry 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 29 1909 (Sec) Chas. Haley

This instrument was filed for Record on the 13 day of June A. D. 1908, at 2:15 o'clock P. M., and duly recorded the 19 day of June 1908.

By (Seal) Deputy. A. C. Mackley Register of Deeds.