

This Indenture, Made this 16th day of June A. D. 1908, between
Ethel E. Gillies and N.B. Gillies, wife and husband
 of Owasa County, in the State of Oklahoma, of the first part, and John D. Gay

of Owasa 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 and Five Dollars, the receipt of which is hereby acknowledged, do by 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 Owasa County, and State of Oklahoma, to-wit: the south fifty feet of lot five, block one hundred forty six, in the city of Owasa, according to the original plat of said town made by the government, said plot of ground herein conveyed being 50 feet by 140 feet, valued at Two thousand Dollars.

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 Ethel E. Gillies and N.B. Gillies wife and husband have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Dated June 15th 1908, due two years after date interest at rate of 8% signed by Ethel E. Gillies and N.B. Gillies, payable to order of John D. Gay.

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 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 party of the second part shall be entitled to the possession of said premises. And the said parties 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 hands the day and year first above written.

Ethel E. Gillies
N. B. Gillies

STATE OF OKLAHOMA, } ss.

Owasa County. Before me, B. J. Pettus a Notary Public
 in and for said County and State on this: 16th day of June 1908, personally appeared Ethel E. Gillies
 and N. B. Gillies 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. 9th 1908

B. J. Pettus

This instrument was filed for Record on the 18 day of June A. D. 1908, at 10:45 o'clock A. M.,
 and duly recorded the 19 day of June 1908

By H. C. Walkley Deputy.

Register of Deeds.

(Seal)