

This Indenture.

Made this 3rd day of July A. D. 1908, between
Lindsay Linkaid wife Mandie Linkaid
 of Tulsa County, in the State of Oklahoma, of the first part, and
J. B. McCann
 of Tulsa 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 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2^d of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The north fifty (50) feet of lot four (4) and the south
 fifty (50) feet of lot five (5) all in block forty one (41) and
 located in Tulsa according to the original plat.

TO HAVE AND TO HOLD THE SAME, unto the said part 2^d 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
Lindsay Linkaid wife Mandie Linkaid has this day executed and delivered their certain
 promissory note in writing to said part 2^d of the second part, described as follows:

One principal note in the sum of \$2000.00 due November
 3rd, 1908.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d of the second part his heirs or assigns, said
 sum of money in the above described note as 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^d 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 appraisement 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 have hereunto set their hands the day and year first above written.

Lindsay Linkaid
Mandie Linkaid

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, C. H. Coggeshall, Notary Public
 in and for said County and State on this 3rd day of July 1908, personally appeared

Lindsay Linkaid and Mandie Linkaid to me known to be the identical person
 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. (Seal)

My Commission expires April 14th 1911

C. H. Coggeshall

This instrument was filed for Record on the 3 day of July A. D. 1908, at 2⁵⁵ o'clock P. M.,
 and duly recorded the _____ day of _____ 19____

By _____ Deputy,

(Seal)

H. E. Waller
 Register of Deeds.