

This Indenture, Made this 6th day of July, A. D. 1908, between  
O. M. Donoghue  
of Tulsa County, in the State of Oklahoma, of the first part, and  
Percy Collins  
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of  
Seven hundred fifty and no/100 Dollars, the receipt of which is hereby acknowledged,  
do hereby these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described  
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:  
all of lot no. five (5) in block no. four (4) of the "Homer"  
addition to the original town of Tulsa Oklahoma according  
to the official plat and survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 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  
O. M. Donoghue has this day executed and delivered one certain  
promissory note in writing to said part of the second part, described as follows:

Seven hundred fifty and no/100 dollars (\$750.00)  
due the 6th day of July A.D. 1909.

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

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, R. E. Berger a Notary Public  
in and for said County and State on this 7th day of July, 1908, personally appeared  
O. M. Donoghue and \_\_\_\_\_ 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 March 12 1912

R. E. Berger  
Notary Public

This instrument was filed for Record on the 7 day of July, A. D. 1908, at 10 o'clock P. M.,  
and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 1908

By \_\_\_\_\_ Deputy. (Seal) H. C. Mackley Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the  
within mortgage, and same is hereby released.

Signature acknowledged before me  
Percy Collins  
July 7 - 1908  
R. E. Berger  
Notary Public