

This Indenture, Made this 3rd day of July, A. D. 1908, between  
J. M. Maupin and Mary B. Maupin, his wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
W. B. Failing  
 of Hooker County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of One thousand (\$1000.00) Dollars, the receipt of which is hereby acknowledged, do by 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:  
The west fifty feet (50.00 ft) of lot one (1) in block two (2) in the original town (now city) of Tulsa, as shown by the official recorded plat 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 parties have this day executed and delivered four certain promissory notes in writing to said part of the second part, described as follows:

One note for \$250.00, due January 3rd, 1909, interest at 8 per cent.  
One note for \$250.00, due July 3rd, 1909, interest at 8 per cent.  
One note for \$250.00, due January 3rd, 1910, interest at 8 per cent.  
One note for \$250.00, due July 3rd, 1910, interest at 8 per cent.

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 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 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 have hereunto set their hands the day and year first above written.

J. M. Maupin  
Mary B. Maupin

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, W. B. Brockman a Notary Public  
 in and for said County and State on this 8 day of July, 1908, personally appeared  
J. M. Maupin and Mary B. Maupin 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 May 14th 1911

W. B. Brockman

This instrument was filed for Record on the 10 day of July, A. D. 1908, at 2:25 o'clock P. M.,  
 and duly recorded the 10 day of July, 1908  
 By (Seal) Deputy. H. C. Walker Register of Deeds.