

This Indenture, Made this 7th day of July, A. D. 1908, between

B. C. Cole and A. R. Cole, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and

W. H. Bremer, Guardian
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 three thousand (\$3000) and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his successors heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot three (3) in block one hundred thirty six (36) of the City of Tulsa, Oklahoma
the Privilege is hereby granted to mortgagors to pay \$1.00, or any multiple thereof, on any interest paying date,

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd of the second part his successors 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 B. C. Cole and A. R. Cole, his wife have this day executed and delivered one certain promissory note in writing to said part 2nd of the second part, described as follows:

\$3000. Tulsa, Okla. July 7, 1908
Five years after date for value received we promise to pay \$3000 to W. H. Bremer, guardian, or order, three thousand dollars, at Tulsa, Oklahoma. To bear interest at the rate of 8% per annum from date, interest payable annually, and further hereby agree that if this note is not paid when due to pay all costs necessary for collection, including ten per cent for attorney's fees.

Signed, B. C. Cole
A. R. Cole

Now, if said part 2nd of the first part shall pay or cause to be paid to said part 2nd of the second part his successors 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 2nd 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 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 1st of the first part have hereunto set their hand the day and year first above written.

B. C. Cole
A. R. Cole

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, Sophia Magnuson Notary Public
in and for said County and State on this 7th day of July, 1908, personally appeared

B. C. Cole and A. R. Cole, his wife 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 13 1911.

(Seal)

Sophia Magnuson
Notary Public

This instrument was filed for Record on the 8 day of Jul, A. D. 1908, at 10:00 o'clock A. M., and duly recorded the 19 day of Jul, 1908.

By H. C. Walker Deputy. Register of Deeds.