

Plaintiff's
EXHIBIT
Case No. 1266
DISTRICT COURT

The Tulsa Addition Company TO *Mary A. Evans*

This Indenture, Made this *29th* day of *January* A. D. 1908, between *The Tulsa Addition Company (a corporation)* of *Tulsa* County, in the State of Oklahoma, of the first part, and *Mary A. Evans*

of *Streator, Ill.* County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part *y* of the first part, in consideration of the sum of *One Thousand (\$1000.00)* Dollars, the receipt of which is hereby acknowledged,

doeth by these presents Grant, Bargain, Sell and Convey unto said part *y* of the second part *his* heirs and assigns, the following described REAL ESTATE, situated in *Tulsa* County, and State of Oklahoma, to-wit:

Lot one (1) two (2) eight (8) and that part of seven (7) lying north of the Creek in Block Ninety five (95) in the City of Tulsa, Oklahoma. Also Lot nine (9) in Block Thirty three (33) in the Brown Addition to the City of Tulsa, Oklahoma, according to the attached plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part *y* 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 *The Tulsa Addition Company* has this day executed and delivered a certain promissory note in writing to said part *y* of the second part, described as follows:

One note dated January 27, 1908 due January 28, 1909 in the sum of One Thousand Dollars.

Now, if said part *y* of the first part shall pay or cause to be paid to said part *y* 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 *y* of the second part shall be entitled to the possession of said premises. And the said part *y* of the first part for said consideration doeth hereby expressly waive an appraisalment 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 *y* of the first part has hereunto set *its* hand, the day and year first above written.

(Corporate Seal)

The Tulsa Addition Company (a corporation)
Carl C. Magee, President
Reveral C. Magee, Asst. Secretary

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, *Benjamin C. Conner* Notary Public in and for said County and State on this *29th* day of *January* 1908, personally appeared *Carl C. Magee*

and *Reveral C. Magee* 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 19th* 1911

(Notarial Seal)

Benjamin C. Conner
Notary Public

This instrument was filed for Record on the *30* day of *Jan* A. D. 1908, at *12* o'clock *M.*, and duly recorded the *30* day of *Jan* 1908.

By *H. C. Walkley* Deputy.

(Seal)

Register of Deeds.