

This Indenture, Made this 16th day of July A. D. 1908, between
Eliza L. Lee, a single woman
 of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and
J. H. Wise
 of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of
five hundred and no 100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Broken Arrow, Tulsa County, and State of Oklahoma, to-wit:
Lot eleven (11) in block forty three (43)

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

Broken Arrow, Oklahoma, July 16th 1908.
Two years after date, without demand, notice or protest, I, as
principal, promise to pay to the order of J. H. Wise, five hundred and
no hundred dollars for value received, negotiable and payable, and
with interest from date at the rate of 10 per cent, per annum
until paid. Payable at the First State Bank of Broken Arrow,
Okl. If interest be not paid annually it shall become a part of the principal
and bear the same rate of interest. Party of the first part agrees to keep
said property insured against fire and lightning in sum of five
hundred dollars in favor of the second party.

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

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, A. L. Lowe a Notary Public
 In and for said County and State on this 16th day of July 1908, personally appeared
Eliza L. Lee, a single woman to me known to be the identical person
 who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and
 deed for the uses and purposes therein set forth.

My Commission expires Mar 28 1912 (Seal) A. L. Lowe

This instrument was filed for Record on the 21 day of Jul A. D. 1908, at 8 o'clock a M.,
 and duly recorded the 21 day of Jul 1908
 By H. C. Mackley Deputy. (Seal) Register of Deeds.