

To

This Indenture, Made this 28 day of July, A. D. 1905, between

J.M. Gillette and Minnie M. Gillette
of Tulsa County, in the State of Oklahoma, of the first part, and

Elizabeth Sawley
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part^e of the first part, in consideration of the sum of nine thousand four hundred and eight and 1/10 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part^y of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The west half of the southeast quarter and the southeast quarter of the northwest quarter and lot seven of section nine (9) township nineteen (19) north, range twelve (12) east of the Indian Base & Meridian

TO HAVE AND TO HOLD THE SAME, unto the said part^y of the second part her 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 J.M. Gillette and Minnie M. Gillette have this day executed and delivered three certain promissory notes in writing to said part^y of the second part, described as follows:

One note of even date herewith for twenty one hundred and thirty six dollars due six months from date.
One note due in twelve months from date for twenty one hundred and thirty six dollars.
One note due in eighteen months from date for twenty one hundred and thirty six dollars. All bearing interest at eight per cent from date.

Now, if said part^y of the first part shall pay or cause to be paid to said part^y of the second part her heirs or assigns, said sum of money in the above described note^s 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 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^y of the first part have hereunto set their hands the day and year first above written.

J.M. Gillette
Minnie M. Gillette

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, Geo. W. Clapham Notary Public in and for said County and State on this 28 day of July, 1905, personally appeared

J.M. Gillette and Minnie M. Gillette 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 Nov. 26 1911. (Seal)

Geo. W. Clapham
Notary Public

This instrument was filed for Record on the 30 day of July, A. D. 1905, at 9:30 o'clock a M., and duly recorded the 19 day of July, 1905.

By H. B. Wilkey Deputy. (Seal) Register of Deeds.