

This Indenture, Made this 31<sup>st</sup> day of July, A. D. 1905, between

J. S. Mitchell  
of Tulsa County, in the State of Oklahoma, of the first part, and

Geo. T. Brown  
of Tulsa 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 hundred <sup>(\$100.00)</sup> Dollars, the receipt of which is hereby acknowledged, do and 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 No 17 and 18 in Block No 7 in the town of West Tulsa, Tulsa County, Oklahoma

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 J. S. Mitchell has this day executed and delivered two certain promissory notes in writing to said part y of the second part, described as follows:

One note for \$50.00 Dated Tulsa Oklahoma July 31, 1905 payable 3 months after date to Geo. T. Brown with interest at 5 per cent per annum till paid. (Signed J. S. Mitchell)

One note for \$50.00, dated Tulsa, Okla. July 31, 1905 payable six months after date to Geo. T. Brown with interest at 5 per cent per annum

Signed J. S. Mitchell.

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 do and 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 his hand the day and year first above written.

J. S. Mitchell

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.

Before me, John D. Wakely a Notary Public in and for said County and State on this 31<sup>st</sup> day of July, 1905, personally appeared

J. S. Mitchell 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 Nov 29 1911 (Seal) John D. Wakely

This instrument was filed for Record on the 1 day of Aug, A. D. 1905, at 10 o'clock a M., and duly recorded the 1 day of Aug, 1905

By (Seal) Deputy. H. C. Wakely Register of Deeds.