

This Indenture, Made this 3rd day of February A. D. 1905, between S. Brochhoff  
and Clara Brochhoff his wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
J. Rosenfield  
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two hundred seventy  
(270.00) and no Dollars, the receipt of which is hereby acknowledged,  
 do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:  
 The south twenty-five (25) feet of lot (2) - Block thirty nine (39) - according to the  
 government plat of the town of Tulsa, Okla. being formerly the town of  
 Tulsa Free Station, Eastern District of the Indian Territory, said land being a  
 plat of ground twenty-five (25) feet wide by one hundred and forty (140) feet  
 long - twenty feet fronting on Boulder Avenue and one hundred and forty  
 (140) feet on north first street - twenty-five (25) feet of the alley - line of east  
 block and boundary on the north by a line twenty-five (25) feet from the  
 south line of said lot and parallel to said south line.

TO HAVE AND TO HOLD THE SAME, unto the said party 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  
first parties have this day executed and delivered this certain  
 promissory note in writing to said party of the second part, described as follows:

One note for two hundred seventy (270) dollars dated  
Feb 3, 1905 made and signed S. Brochhoff and Clara Brochhoff  
and due Aug 3, 1905 with interest at eight per cent from  
date with 5c per 10c per cent if collected by suit - exemptions  
waived.

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the  
 said parties of the first part for said consideration do 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 parties of the first part have hereunto set their hands the day and year first above written.

J. R. Seaver  
Witness to mark.  
Charles Brochhoff

S. Brochhoff  
Clara Brochhoff  
mark

STATE OF OKLAHOMA, }  
Tulsa COUNTY, } ss. Before me, James A. Cliphant a Notary Public  
 in and for said County and State on this 3rd day of February 1905, personally appeared  
S. Brochhoff and Clara Brochhoff 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 Nov 26 1911 (Seal)

James A. Cliphant  
Notary Public

This instrument was filed for Record on the 3 day of Feb. A. D. 1905, at 2 o'clock P. M.,  
 and duly recorded the 3 day of Feb. 1905

By (Seal) Deputy,

H. C. Halden  
Register of Deeds.