

This Indenture, Made this 5th day of August A. D. 1908, between

S. F. Johnson
of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and

Chas. Bowles & wife
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of three hundred and fifty nine Dollars, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto said party of the second part their heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot three (3) four (4) and five (5) in block number fifty eight (58) situated in the town of Broken Arrow, with all buildings and improvements thereon.

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 S. F. Johnson & his wife has this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

One note dated Aug 5th 1908.
and due January 1st 1909.

Now, if said party 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 party 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 party of the first part has hereunto set their hands the day and year first above written.

S. F. Johnson
Wiley Johnson

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, W. G. Cooper a Notary Public in and for said County and State on this 5th day of August 1908, personally appeared

S. F. Johnson and Wiley Johnson 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 May 2nd 1912 (Seal) W. G. Cooper

This instrument was filed for Record on the 6 day of Aug A. D. 1908, at 11:00 o'clock a M., and duly recorded the 6 day of Aug 1908

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