

This Indenture, Made this 31st day of July A. D. 1908, between Katie Lee
and T. L. Lee her husband
of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and
Ralston F. Morley
of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of two thousand and five hundred Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The east fifty (50) feet of lot three (3) block 86 in the original town, now City, of Tulsa, county and State aforesaid. And the parties of the first part hereby covenant and warrant that said above described property is free from all encumbrances of any kind (whatsoever) except a certain mortgage of even date herewith given in favor of the Bank of Commerce of Tulsa, Oklahoma, for the sum of \$2,500.00.
TO HAVE AND TO HOLD THE SAME, unto the said part 2nd 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 Katie Lee has this day executed and delivered her certain promissory note in writing to said part 2nd of the second part, described as follows:

"\$2,500.00 Tulsa, Oklahoma, July 31st 1908.
Two years after date for value received I promise to pay to Ralston F. Morley or order Two thousand and five hundred no/100 dollars at Tulsa Oklahoma.
To bear interest at the rate of 5 per cent per annum from date until paid. And further hereby agree that if this note is not paid when due to pay all costs necessary for collection, including ten per cent for

For value received, I acknowledge satisfaction and payment in full of this within mortgage, and same is hereby released.

Signed and acknowledged before me

by W. A. Prater 10/10

Ralston F. Morley

Notary Public

Katie G. Lee

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 2nd 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 part 1st of the first part has hereunto set their hands the day and year first above written.

Katie G. Lee
T. L. Lee

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.

Before me, E. Milton Latimer a Notary Public

in and for said County and State on this 31st day of July 1908, personally appeared

Katie G. Lee and T. L. Lee her husband 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 Jan 10 1910

E. Milton Latimer
Notary Public

This instrument was filed for Record on the 4 day of Aug A. D. 1908, at 120 o'clock P. M., and duly recorded the 4 day of Aug 1908

By (Seal) Deputy.

A. E. Walkey
Register of Deeds.