

This Indenture, Made this 1st day of August A. D. 1908, between

Philander Reeder and Lulu B. Reeder, his wife  
of Tulsa County, in the State of Oklahoma, of the first part, and

W. H. Roesser, Guardian  
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part<sup>1</sup> of the first part, in consideration of the sum of  
three thousand (\$3000) and 00/100 Dollars, the receipt of which is hereby acknowledged,  
do ~~by~~ by these presents Grant, Bargain, Sell and Convey unto said part<sup>2</sup> of the second part ~~successors~~ <sup>all</sup> and assigns, the following described  
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

lots one (1), two (2), and three (3) in block seventy-two (72) of the City of Tulsa, Oklahoma.

With the privilege of paying \$1000, or any multiple thereof, in any interest paying date.

TO HAVE AND TO HOLD THE SAME, unto the said part<sup>2</sup> of the second part ~~his successors~~ <sup>and assigns</sup>, 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 Philander Reeder and Lulu B. Reeder, his wife, have this day executed and delivered one certain promissory note in writing to said part<sup>2</sup> of the second part, described as follows:

\$3000.

Tulsa, Oklahoma, August 1, 1908

Five years after date for value received we promise to pay to W. H. Roesser, Guardian, or orders, Three thousand (\$3000) dollars, at Tulsa, Oklahoma.

To bear interest at the rate of 8 per cent per annum from date. And further hereby agree that if this note is not paid when due to pay all costs necessary for collections including ten per cent for attorney's fees.

Now, if said part<sup>1</sup> of the first part shall pay or cause to be paid to said part<sup>2</sup> of the second part ~~his successors~~ <sup>and assigns</sup>, 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<sup>2</sup> of the second part shall be entitled to the possession of said premises. And the said part<sup>1</sup> 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<sup>1</sup> of the first part have hereunto set their hand the day and year first above written.

Philander Reeder  
Lulu B. Reeder

STATE OF OKLAHOMA. }  
Oklahoma COUNTY. } ss.

Before me, H. T. Howard a Notary Public  
in and for said County and State on this 29 day of July 1908, personally appeared

Philander Reeder and Lulu B. Reeder, 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 Dec 20 1908 (Seal)

H. T. Howard  
Notary Public

This instrument was filed for Record on the 4 day of Aug A. D. 1908, at 3:30 o'clock P. M., and duly recorded the 19 day of Aug 1908

By (Seal) Deputy.

H. C. Wackley  
Register of Deeds.