

This Indenture, Made this 20th day of August A. D. 1908, between

Henry Knisel & M. J. Knisel, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and

American Bank
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 Nineteen hundred and no/100 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:

all of lots (2) two (3) three & (5) five in block (45) forty five, & a tract of land beginning at a point 30 ft west of the southeast corner of lot 4, in block (46) twenty six, thence westerly along south First street 30 feet, thence northerly 100 ft to Midland & Valley Smith track thence easterly 30 ft, thence southerly 100 ft to point of beginning all the above being in the City of Tulsa, Okla. according to the recorded plat thereof.

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 Henry & M. J. Knisel have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

\$1900.00 Tulsa, Okla., August 20th 1908.

Ninety days 190- after date, waiving good, for value received, I, we, or either of us, promise to pay to the order of American Bank Nineteen hundred and no/100 dollars negotiable and payable without defalcation or discount, with interest at ten per cent. per annum, from maturity until paid. The drawer, endorser, sureties and guarantors severally inure presentment for payment, protest and notice of protest, notice of non payment, and diligence in enforcing payment of this note, and agree that the time of payment may be extended without notice to them or without their consent and without affecting their liability.

Witnesses

Henry Knisel
M. J. Knisel

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part its 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 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 have hereunto set their hand the day and year first above written.

Henry Knisel
M. J. Knisel

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, L. K. Cone

in and for said County and State on this 20th day of August 1908, personally appeared Henry Knisel and M. J. Knisel, his wife to me known to be the identical person

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 Aug 24 1911 (Seal) L. K. Cone

This instrument was filed for Record on the 20 day of Aug A. D. 1908, at 4 o'clock P. M., and duly recorded the 19 day of Aug 1908

By (Seal) Deputy. H. L. Mackley Register of Deeds.

For value received I hereby certify that the within and foregoing instrument was duly acknowledged and recorded in my office on the 20th day of August 1908 at 4 o'clock P. M. and is a true and correct copy of the original as the same appears from the records of my office.