

This Indenture, Made this 5th day of August A. D. 1908, between
E. Whig and Ella Whig, his wife
 of Tulsa County, in the State of Oklahoma, of the first part, and
Bettie Weaver
 of 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
Three hundred fifty (\$350.00) and no Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part her heirs and assigns, the following described
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The north half (1/2) of Lot three (3) in Block One hundred eighteen (118) of the city of Tulsa, Oklahoma, according to the survey and plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said part 2d of the second part her 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
E. Whig and Ella Whig, his wife have this day executed and delivered their certain
 promissory note in writing to said part 2d of the second part, described as follows:

\$350.00 Tulsa, Okla., August 8th, 1908
One year after date for value received we promise to pay to Bettie Weaver, or order, Three hundred fifty (\$350.00) dollars, at Tulsa, Oklahoma. To bear interest at the rate of ten per cent per annum from date, payable semi-annually. And further agree that if this note is not paid when due to pay all costs necessary for collection, including ten per cent for attorney's fees.

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

E. Whig
Ella Whig

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, Phil B. Kramer a Notary Public
 in and for said County and State on this 5th day of August 1908, personally appeared
E. Whig and Ella Whig, 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 June 19th 1909

Phil B. Kramer

This instrument was filed for Record on the 21 day of aug A. D. 1908, at 10:40 o'clock AM,
 and duly recorded the 19 day of aug 1908
 By (Seal) Deputy. H. L. Walker Register of Deeds.

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

Bettie Weaver
Aug 11, 1909
W. L. Walker
 Register of Deeds