

This Indenture, Made this 12<sup>th</sup> day of August A. D. 19at, between Clarence  
Editor and Georgia Etta Editor (husband and wife)  
of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and Kansas City Life  
Insurance Company, (a Missouri corporation), of Kansas City,  
of Jackson County, Missouri in the State of Oklahoma, of the second part:

WITNESSETH, That <sup>the</sup> said parties of the first part, in consideration of the sum of Seven thousand five hundred  
noles (\$7,500.00) Dollars, the receipt of which is hereby acknowledged,  
do by these presents Grant, Bargain, Sell and Convey unto said party of the second part its heirs and assigns, <sup>all</sup> the following described  
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots one (1) and two (2), excepting ten (10) feet off of the west end of said lots, in block seventy one (71) in the town of Tulsa, Western District of Indian Territory, (Now Oklahoma).

TO HAVE AND TO HOLD THE SAME, unto the said part ~~of the second part~~ 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 Clarence Eaton and  
Georgia Eda Eaton (husband and wife) have this day executed and delivered one certain  
(with two (2) interest coupons) evidencing the semi annual interest thereon,  
promissory note in writing to said part of of the second part, described as follows: of which the following is a copy.  
Principal Note \$7500.00  
paid to m. 2000 + 10 1908

Five years after date, for value received, we promise to pay to the order of Kansas City Life Insurance Company, the principal sum of Seven thousand five hundred & no, 00 dollars, with interest thereon at the rate of seven per cent per annum from date, said interest being payable semi-annually according to the tenor of ten interest coupons, each for two hundred sixty-two & no, 00 dollars, bearing even date herewith, both principal and interest coupons payable at the principal office of the Kansas City Life Insurance Company in Kansas City, Missouri, in lawful money of the United States. This note shall draw interest from maturity at the rate of eight percent per annum, payable semi-annually, if not paid when due. And if default be made in the payment of any interest coupon, or any part thereof, at the time and place aforesaid, then said principal sum shall accrue to the order of the holder of this note become due and payable. This note and the interest coupons thereto attached, are secured by a mortgage on real estate situated in the County of Tulsa, and State of Oklahoma, which is a first lien upon the property therein described. \*

Now, if <sup>the</sup> said part ~~one~~ of the first part shall pay or cause to be paid to said part <sup>the</sup> ~~of~~ of the second part <sup>George C. Adams</sup> ~~the~~ 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~~ <sup>the mortgage</sup> 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 <sup>made</sup> ~~made~~ due and payable, <sup>then</sup> the whole of said sum or sums, and interest thereon, shall <sup>and of these parents</sup> ~~then~~ become due and payable, and said part ~~of~~ of the second part shall be entitled to the possession of said premises. ~~And the said part 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 ies of the first part have hereunto set their hands the day and year first above written.

Clarence G. Eaton.  
George & Etta Eaton.

STATE OF OKLAHOMA, }  
County of Tulsa } SS.

in and for said County and State on this 22<sup>nd</sup> day of August A.D. 1908, personally appeared Lawrence E. Eaton  
and George E. Eaton (Childs wife) to me known to be the identical person, and  
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. Witness my hand and official  
seal this day and date above written  
My Commission expires June 29 1909 John H. Kelly

(Seal)

Notary Public in and for said  
County of \_\_\_\_\_ State of \_\_\_\_\_

This instrument was filed for Record on the 22 day of aug A. D. 1905, at 1:30 o'clock P. M.  
and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
By \_\_\_\_\_ Deputy. (Seal) H. B. Mackley  
Register of Deeds.