

This Indenture, Made this 22nd day of August A. D. 1908, between Mary Lou Aggas and R.E. Aggas her husband of Washington County, in the State of Oklahoma, of the first part, and Salah Jirsa of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of Twenty seven hundred and fifty dollars (\$2750.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of 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 forty-five (45) feet of lot one (1) being forty-five (45) feet frontage and one hundred and forty (140) feet deep in block one hundred eighty six (186) in the City of Tulsa Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part of 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 Mary Lou and R.E. Aggas have this day executed and delivered 3 certain promissory notes in writing to said part of of the second part, described as follows:

One note of \$375.00 dated Aug. 22, 1908 due in 4 months from date. One note of \$375.00 dated Aug. 22, 1908 due in 5 months from date with 8 per cent interest per annum from date until paid. One note of 2000.00 dated Aug. 22, 1908 due in 3 years from date with 8 per cent interest per annum from date until paid interest payable semi annually.

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part her heirs or assigns, said sum of money in the above described notes and 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 of of the second part shall be entitled to the possession of said premises. And the said part of 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 of of the first part have hereunto set their hands the day and year first above written.

Mary Lou Aggas  
R.E. Aggas

STATE OF OKLAHOMA, } ss.  
Washington COUNTY.

Before me, Josephine Smith Notary Public in and for said County and State on this 28 day of Aug, 1908, personally appeared

Mary Lou Aggas and R.E. Aggas 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 May 15 1909 (Seal) Josephine Smith Notary Public

This instrument was filed for Record on the 28 day of Aug A. D. 1908, at 9<sup>15</sup> o'clock A. M., and duly recorded the 28 day of Aug, 1908

By (Seal) Deputy. H.C. Walkley Register of Deeds.