

This Indenture, Made this 20<sup>th</sup> day of August A. D. 1908, between  
Ethel E Gillies + W. B. Gillies her husband  
 of Zulsa County, in the State of Oklahoma, of the first part, and Mitchell Lumber Co  
a Corporation  
 of Zulsa County, in the State of Oklahoma, of the second part

WITNESSETH, That said part of the first part, in consideration of the sum of Three hundred fifty  
+ 70/100 Dollars, the receipt of which is hereby acknowledged,  
 do by these presents Grant, Bargain, Sell and Convey unto said part of the second part its heirs and assigns, the following described

REAL ESTATE, situated in Zulsa County, and State of Oklahoma, to wit:  
The South One half (1/2) of block Six (6) Block One Hundred  
and forty six (146) in the City of Zulsa according to  
Record & plat thereof. This mortgage given subject to two mortgages given  
to Antislake Mt. Trust Co dated June 17<sup>th</sup> 1908 for \$1600.00 by \$185.00 also mortgage to C.D.  
Coggeshall dated June 22<sup>nd</sup> 1908 for \$800.00  
 TO HAVE AND TO HOLD THE SAME unto the said part of the second part its 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 Ethel E Gillies +  
W. B. Gillies her husband has on this day executed and delivered one certain  
 promissory note in writing to said part of the second part, described as follows:

Dated Aug 20<sup>th</sup> 1908 for \$350.00 due 6 months after date  
with interest at 10% per annum from date

Now, if said part of the first part shall pay or cause to be paid to said part 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 part 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 of the first part has on hereunto set this hand the day and year first above written.

Ethel E Gillies  
W. B. Gillies

STATE OF OKLAHOMA, } ss.  
Zulsa COUNTY.

Before me, Percy Collins Notary Public  
 in and for said County and State on this 24<sup>th</sup> day of August 1908, personally appeared Ethel E Gillies  
 and W. B. Gillies her husband 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 Dec 19 1911

Percy Collins  
Notary Public

This instrument was filed for Record on the 31 day of Aug A. D. 1908, at 9:05 o'clock A. M.,  
 and duly recorded the 31 day of Aug 1908  
 By W. B. C. Walker Deputy, Register of Deeds.