

This Indenture, Made this 27<sup>th</sup> day of August, A. D. 1908, between J. B. Shellenbarger & Mary A. Shellenbarger of Tulsa husband & wife of Tulsa County, in the State of Oklahoma, of the first part, and Frank Wright

of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH That said part ies of the first part, in consideration of the sum of Two hundred (200.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part ies of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The Northeast quarter of the Northwest quarter of Section Twelve (12) Township, Eleventh (11) N. and range thirteen (13) E. of the Indian Base & Meridian, subject however to certain mortgage of even date herewith for \$700 given by first parties to L. W. D. L. D. L. D.

TO HAVE AND TO HOLD THE SAME, unto the said part ies 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 J. B. Shellenbarger & Mary A. Shellenbarger have this day executed and delivered this certain promissory note in writing to said part ies of the second part, described as follows:

Dated Aug 27<sup>th</sup> 1908 due March 1, 1909. at 10% interest from date, face \$200. Said note given for actual money loaned first parties by second party.

Now, if said part ies of the first part shall pay or cause to be paid to said part ies of the second part his 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 ies of the second part shall be entitled to the possession of said premises. And the said part ies 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 this hand the day and year first above written.

J. B. Shellenbarger  
Mary A. Shellenbarger

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me

J. D. Evans

Notary Public

in and for said County and State on this 27<sup>th</sup> day of August, 1908, personally appeared J. B. Shellenbarger and Mary A. Shellenbarger 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 July 12 1911

Seal

J. D. Evans

Notary Public

This instrument was filed for Record on the 31 day of Aug, A. D. 1908, at 3<sup>30</sup> o'clock P. M., and duly recorded the 31 day of Aug, 1908.

By Seal Deputy.

Seal

H. C. Walkey

Register of Deeds.