

This Indenture, Made this thirty-first day of July, A. D. 1908, between W. W. Brown, W. D. Lowell, and Mrs. Olive Lowell, his wife of Tulsa County, in the State of Oklahoma, of the first part, and of C. P. Teas of St. Louis County, in the State of Missouri, of the second part:

WITNESSETH, That said part one of the first part, in consideration of the sum of Seventeen hundred and fifty and ^{no}/₁₀₀ 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 his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: all of lot fourteen (14) in block three (3) in Friend and Gillette addition to the City of Tulsa Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said part of 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 W. W. Brown, W. D. Lowell, and Mrs. Olive Lowell, his wife have this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows:

\$1750.00 Tulsa Okla. July 31, 1908
Three years after date, for value received, I, we, or either of us promise to pay to the order of C. P. Teas, Seventeen hundred and fifty and no/100 dollars, at Tulsa Oklahoma, with interest at the rate of eight per cent per annum, payable annually from date until paid. The interest if not paid when due to become as principal and bear the same rate of interest, and in case this note is collected by legal proceedings we agree to pay an additional sum of ten per cent on the amount of this note as attorney fees. Due July 31, 1911.

Now, if said part one of the first part shall pay or cause to be paid to said part of 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 of of the second part shall be entitled to the possession of said premises. And the said part one 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 one of the first part have hereunto set their hand the day and year first above written.

W. W. Brown
W. D. Lowell
Mrs. Olive Lowell

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY, }

Before me, Jackya Haggard, Notary Public in and for said County and State on this 24 day of Aug, 1908, personally appeared W. W. Brown, W. D. Lowell, and Mrs. Olive Lowell 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 July 9 - 1911

Jackya Haggard

This instrument was filed for Record on the 2 day of Sept, A. D. 1908, at 2 o'clock P. M., and duly recorded the 19 day of Sept, 1908.
 By (Seal) Deputy. H. E. Walker Register of Deeds.