

This Indenture, Made this 1st day of September A. D. 1908, between Eva May Eyestone and O. P. Eyestone her husband of Tulsa County, in the State of Oklahoma, of the first part, and Ronald & Porter Lumber Company, a corporation of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three hundred eighty dollars (\$380.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part its successors and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The north half of lot five (5) block one hundred eighty (180) in the City of Tulsa, according to the Official Plat and Survey of said City of Tulsa.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part its successors 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 parties of the first part part has this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

One note for the sum of Three hundred eighty dollars, dated September 1st 1908, due six months after date, with interest at the rate of 6% per annum from date

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part its successors and 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 parties of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said parties of the first part has hereunto set their hand the day and year first above written.

Eva May Eyestone
O. P. Eyestone

STATE OF OKLAHOMA. } ss.

Tulsa COUNTY. Before me, the undersigned a Notary Public in and for said County and State on this 1st day of September 1908, personally appeared Eva M. Eyestone and O. P. Eyestone her husband 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 August 3rd 1912

(Seal)

H. M. Randolph
Notary Public

This instrument was filed for Record on the 1 day of Sept A. D. 1908, at 11 o'clock a. M., and duly recorded the 19 day of Sept 1908

By (Seal) Deputy.

(Seal)

H. E. Mackley

Register of Deeds.