

This Indenture, Made this 10th day of September, A. D. 1908, between

Jane H. Clinton and F. S. Clinton, her husband
of Tulsa County, in the State of Oklahoma, of the first part, and

Frank H. Young
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of

Five thousand (\$5000.00) and no Dollars, the receipt of which is hereby acknowledged,
do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The northerly seventy-five (75) feet of lot one (1) in block one hundred fifty one (151), in the City of Tulsa, Oklahoma, according to the United States Survey and plat thereof, commencing particularly described by metes and bounds as follows, to-wit: Beginning at the Northeast corner of said lot one (1) running thence in a southeasterly direction along the southerly side of West Fifth Street, a distance of one hundred and forty (40) feet to the alley, thence southeasterly along the easterly side of said alley, a distance of seventy-five (75) feet, thence at right angles in a northeasterly direction one hundred and forty (140) feet to a highway known as Avenue, thence in a northeasterly direction along the westerly side of Cheyenne Avenue, a distance of seventy-five (75) feet to the place of the beginning.

TO HAVE AND TO HOLD THE SAME, unto the said party 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

Jane H. Clinton has this day executed and delivered at certain promissory note in writing to said party of the second part, described as follows: Tulsa, Oklahoma, Sept. 10, 1908

\$5000.00 One year after date, we, or either of us, promise to pay to the order of Frank H. Young, of Tulsa, Oklahoma, Five thousand and no/100 Dollars, (\$5000.00) for value received, negotiable and payable at office of Bank of Commerce, Tulsa, Oklahoma, without defalcation or discount, with interest from date at the rate of seven percent (7%) per annum until paid, and if interest be not paid semi-annually to become as principal and bear same rate of interest. The drawer and endorsers severally waive presentation for payment, protest and notice of protest, and non-payment of this note, and agree that this note may be extended from time to time without notice.

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

Jane H. Clinton
F. S. Clinton

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, Sophia Magnuson a Notary Public
in and for said County and State on this 11th day of September, 1908, personally appeared

Fred S. Clinton and Jane H. Clinton 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 13 1911 (Seal)

Sophia Magnuson
Notary Public

This instrument was filed for Record on the 11 day of Sept., A. D. 1908, at 2:40 o'clock P. M., and duly recorded the 11 day of Sept., 1908.

By (Seal) Deputy.

W. H. Washley
Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Sept. 11, 1908
Sophia Magnuson
Notary Public