

This Indenture, Made this 5th day of September A. D. 1905, between

Thos Dillinger a single man
of Tulsa County, in the State of Oklahoma, of the first part, and

Winnatoka Lumber Company
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Five hundred and twenty three and 30/100 Dollars, the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part their heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot (5) five block (142) one hundred and forty two original plat to the City of Tulsa Okla

TO HAVE AND TO HOLD THE SAME, unto the said part 2 of the second part their 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 Thos Dillinger has this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows: Five hundred and twenty three dollars

\$523.30 due 4 months from date interest at 8% from Sept. 5th, 05.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part of their 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set his hand the day and year first above written.

Thos Dillinger

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, Jno. A. Clelland Notary Public
in and for said County and State on this 17th day of Sept 1905, personally appeared

Thos Dillinger to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires Nov 26 1911

Jno. A. Clelland
Notary Public

This instrument was filed for Record on the 12 day of Sept A. D. 1905, at 4:00 o'clock P.M., and duly recorded the 19 day of 19

By (Seal) Deputy.

H.C. Walkley
Register of Deeds.