

This Indenture, Made this 14th day of September A. D. 1905, between W. A. Funk and

Ada M. Funk his wife
of Tulsa County, in the State of Oklahoma, of the first part, and

W. S. Ewrick
of Greene County, in the State of Oklahoma, of the second part:

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

Seventeen hundred and no/100 Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa Wagoner County, and State of Oklahoma, to-wit: Southeast quarter of the
northwest quarter of section three (3) township 16 north, range 13 east also northwest quarter of the
northwest quarter of section twenty-two (22) township 17 north, range 17 east and southeast quarter of the
northwest quarter and lots one (1) and two (2) in section thirty-one (31) township 17 north, range 14 east
of the Indian Meridian, East tract above described being in Tulsa and other tracts above described being
in Wagoner County Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said part 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. A. Funk has this day executed and delivered his certain
promissory note in writing to said part of the second part, described as follows: Muskogee, Oklahoma, dated Sept 14, 1905

Seventeen hundred dollars due four years after date and bearing interest at rate of
eight per cent per annum from date. Interest payable semiannually. Interest evidenced
by 8 coupons of \$6.00 each attached to said principal note and due respectively on
March 14 and September 14 of each year. Privilege of paying at any interest paying
date after first year. In case proceedings are instituted to foreclose this mortgage
first parties shall pay attorney or solicitor fee of one hundred and seventy
dollars

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

W. A. Funk
Ada M. Funk

STATE OF OKLAHOMA, } ss.
Muskogee COUNTY.

Before me, Lyle Decimus

Notary Public

in and for said County and State on this 14 day of September 1905, personally appeared

W. A. Funk and Ada M. Funk his wife 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 June 23 1912 (Seal)

Lyle Decimus
Notary Public

This instrument was filed for Record on the 15 day of Sep A. D. 1905, at 8 o'clock a M.,
and duly recorded the 19 day of 19

By (Seal) Deputy.

Mc. Walkley
Register of Deeds.