

This Indenture, Made this 17th day of September A. D. 1908, between

John S. Bailor  
of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and

The Tulsa Addition Co.

of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of Three hundred fifty and no/100 Dollars, the receipt of which is hereby acknowledged, doed by these presents Grant, Bargain, Sell and Convey unto said part of of the second part its successors heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot five (5) in Block eleven (11) in the Queen Addition to the City of Tulsa, Oklahoma, according to the amended plat thereof, dated April 25, 1907, and duly filed for record

TO HAVE AND TO HOLD THE SAME, unto the said part of of the second part its successors 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 John S. Bailor has this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows:

\$ 350.00 Tulsa, Okla, September 17, 1908.  
One year (1 yr.) after date for value received I promise to pay to the order of the Tulsa Addition Company at First National Bank of Tulsa, Okla, Three hundred fifty and no/100 dollars with interest at 8 per cent per annum from date until paid. The principal and interest herein remain notice of demand, non-payment, protest or extension. Interest to bear interest if not paid annually, the payment of reasonable attorney's fees is agreed upon default.  
(Signed) John S. Bailor  
Due September 17, 1909.

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part its successors 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 of of the first part for said consideration does 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 part of of the first part has hereunto set his hand the day and year first above written.

John S. Bailor

STATE OF OKLAHOMA, }  
COUNTY. } ss.

Before me, Benjamin H. Canner a Notary Public in and for said County and State on this 17th day of September 1908, personally appeared

John S. Bailor and \_\_\_\_\_ 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 March 29, 1911 (Seal) Benjamin H. Canner  
Notary Public

This instrument was filed for Record on the 15 day of Sept A. D. 1908, at 10:15 o'clock a M., and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 1908

By \_\_\_\_\_ Deputy. (Seal) H. C. Walkley Register of Deeds.