

This Indenture, Made this 28th day of September A. D. 1908, between

M. Ella Brink
of Tulsa County, in the State of Oklahoma, of the first part, and

Frank A. Gillespie
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 Twelve hundred & fifty (\$1250.00) & 7/100 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:

South forty (40) feet of lot seven (7) and north ten feet (10) of lot eight (8) of block four (4) of the addition known as North Tulsa, Oklahoma, according to the official government plat thereof.

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 M. Ella Brink has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

One promissory note for \$1250.00 by M. Ella Brink to Frank A. Gillespie with interest at 8% per annum from date and due September 18, 1909.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and as:
Signed and acknowledged before me:
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: Sep. 17-09
H. A. Valley
Register of Deeds.

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 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 party of the first part has hereunto set her hand the day and year first above written.

M. Ella Brink
M. Brink

STATE OF OKLAHOMA, } ss.

Oklahoma COUNTY. Before me, Chas. H. Adkins Notary Public
In and for said County and State on this 28th day of September 1908, personally appeared

M. Ella Brink and Frank A. Gillespie to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires March 11 1911 (1911)
Chas. H. Adkins
Notary Public

This instrument was filed for Record on the 16 day of Oct A. D. 1908, at 10:00 o'clock a M., and duly recorded the 16 day of Oct 1908
By Chas. H. Adkins Deputy. H. A. Valley Register of Deeds.

State of Oklahoma } ss.
County of Tulsa }
I, Notary Public, do hereby certify that the within and foregoing instrument was executed by the parties named therein, 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 6, 1912.
David L. Swift Notary Public