

This Indenture, Made this 12 day of October A. D. 1908, between Alex S Lewis

of Tulsa County, in the State of Oklahoma, of the first part, and

Kittie E Butler

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

WITNESSETH, That said part 4 of the first part, in consideration of the sum of Seven Hundred fifty Dollars, the receipt of which is hereby acknowledged,

do hereby these presents Grant, Bargain, Sell and Convey unto said part 4 of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The north west quarter of the north east quarter of Section twenty seven (27) Township twenty (20) North Range thirteen (13) east containing 40 acres more or less as the case may be

TO HAVE AND TO HOLD THE SAME, unto the said part 4 of the second part her 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 Alex S Lewis

has 5 this day executed and delivered one certain promissory note in writing to said part 4 of the second part, described as follows:

One promissory note dated November October 12<sup>th</sup> 1908 executed by Alex S Lewis in favor of Kittie E Butler Due December 12<sup>th</sup> 1908 bearing interest at the rate of eight per centum per annum

Now, if said part 4 of the first part shall pay or cause to be paid to said part 4 of the second part her 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 4 of the second part shall be entitled to the possession of said premises. And the said part 4 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 part 4 of the first part has 5 hereunto set his hand the day and year first above written.

Alex S. Lewis

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, W. O. Dickenson a Notary Public

in and for said County and State on this 12 day of October 1908, personally appeared

Alex S Lewis and her to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that her executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires February 27<sup>th</sup> 1910

W. O. Dickenson

This instrument was filed for Record on the 15 day of Oct A. D. 1908, at 8 o'clock A. M., and duly recorded the 19 day of 19

By read Deputy.

H. C. Walker  
Register of Deeds.