

This Indenture, Made this 13 day of October A. D. 1908, between

of Clarence L. Caton
Tulsa County, in the State of Oklahoma, of the first part, and

of Robert H. Johnson
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

Seven hundred five and no/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 his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

the south thirty feet of lot number one and the north thirty feet of lot number two, in block twenty-six, Tulsa Oklahoma, Original Plat and lots four and five Block twelve Cunnetts Addition to the City of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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

Clarence L. Caton has this day executed and delivered his promissory notes in writing to said part 2 of the second part, described as follows: said notes are each dated

October 13th 1908 and are for \$352.50 each bearing interest at 5% per annum from date and payable on or before thirty three and thirty six months from date and signed by Clarence L. Caton, said notes are numbered 11 and 12.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part his heirs or assigns, said sum of money in the above described note 3 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 appraisement 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.

Clarence L. Caton

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, W. V. Biddison a Notary Public

in and for said County and State on this 14 day of October 1908, personally appeared

Clarence L. Caton and Robert H. Johnson 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 November 25th 1911

W. V. Biddison
Notary Public

This instrument was filed for Record on the 15 day of Oct A. D. 1908, at 9:15 o'clock a M., and duly recorded the 15 day of Oct 1908

By (Seal) Deputy, W. V. Biddison Register of Deeds.

Signed and acknowledged before me on this day of October 1908

For value received and acknowledged in full of the within mortgage, and certain other