

This Indenture, Made this 23rd day of October A. D. 1908, between
Benjamin F. Rice and Mabel Rice
 of Tulsa County, in the State of Oklahoma, of the first part, and
William M. Posner guardian
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part one of the first part, in consideration of the sum of
One thousand dollars (\$1,000) Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part two of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:
Lot five (5) in block six (6) Sandview Addition, in the City of
Tulsa

TO HAVE AND TO HOLD THE SAME, unto the said part two 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
Benjamin F. Rice has this day executed and delivered this certain
 promissory note in writing to said part two of the second part, described as follows:

A note dated the 23rd day of October, 1908, due five years after
date for the sum of \$1,000, at 5% interest, with the privilege of
paying \$100.00 more at any interest paying date, and signed by
Benjamin F. Rice, and Mabel Rice

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

Benjamin F. Rice
Mabel Rice

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, Wesley Moore a Notary Public
 in and for said County and State on this 25 day of October 1908, personally appeared
Benjamin F. Rice and Mabel Rice to me known to be the identical person
 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 Jan 14 1909

Wesley Moore
Wesley Moore

This instrument was filed for Record on the 25 day of Oct A. D. 1908, at 2:25 o'clock P. M.,
 and duly recorded the 25 day of Oct 1908
 By Shel Deputy, Mc Mackley Register of Deeds.