

This Indenture, Made this 3<sup>rd</sup> day of November A. D. 1908, between  
Mattie M. Simon & George W. Simon her husband  
 of Tulsa County, in the State of Oklahoma, of the first part, and

C. L. Maybell  
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 2 of the first part, in consideration of the sum of  
three hundred & seventy five Dollars, the receipt of which is hereby acknowledged,  
 do by 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:  
Lot one (1) block thirty four (34). Over addition to Tulsa Okla and  
according to the Recorded Plat thereof.

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 Mattie M. Simon  
W. Simon have this day executed and delivered one certain  
 promissory note in writing to said part 2 of the second part, described as follows:

Plat No. 3" 1906 Rev. No. 3" 1909 with E. & V. from date.

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 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 appraisal 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 have hereunto set their hands the day and year first above written.

Mattie M. Simon  
Geo. W. Simon

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, Roll E. Lynch a Notary Public  
 in and for said County and State on this 3<sup>rd</sup> day of November 1908, personally appeared  
Mattie M. Simon and George W. Simon to me known to be the identical persons  
 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 July 2<sup>nd</sup> 1910

Roll E. Lynch

This instrument was filed for Record on the 5 day of Nov A. D. 1908, at 9<sup>20</sup> o'clock A. M.,  
 and duly recorded the 19 day of Nov 1908  
 By Roll E. Lynch Deputy. Roll E. Lynch Register of Deeds.