

This Indenture, Made this fifth day of November A. D. 1908, between

William M. Clay and Etta Clay his wife of Kansas City

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

Robert L. Vais

of 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 Four thousand and five hundred 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:

The east half of the northwest quarter and the southeast quarter of the northwest quarter of section twenty one (21) township nineteen (19) north range thirteen (13) east (20 acres) (the note described herein below is given as a part of the purchase money for the above described lands)

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 William M. Clay, my Etta Clay have this day executed and delivered their certain promissory note in writing to said part 2 of the second part, described as follows:

\$4500. November Fifth, 1908
Three years after date for value received me or either of us promise to pay to the order of Robert L. Vais four thousand and five hundred dollars with interest at the rate of six percent per annum payable annually from date until paid. The interest if not paid when due to become as principal and bear same rate of interest. The payor of this note is to have the privilege of paying any number of hundreds of dollars at any time before maturity and stop interest on amount paid.
Signed by parties of first part.

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 hand the day and year first above written.

William M. Clay
Etta Clay

STATE OF Missouri OKLAHOMA, } ss.

Jackson COUNTY. } Before me, William A. Hunsberger a Notary Public in and for said County and State on this fifth day of November 1908, personally appeared

William M. Clay and Etta Clay, his wife 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 October 12 1911.

Seal

William A. Hunsberger
Notary Public

This instrument was filed for Record on the 7 day of Nov A. D. 1908, at 2:05 o'clock P. M., and duly recorded the 7 day of Nov 1908.

By Seal Deputy. H. E. Walchey Register of Deeds.