

This Indenture, Made this 21st day of February A. D. 1905, between W. W. Lipson
and R. J. Lipson husband and wife
 of Tulsa County, in the State of Oklahoma, of the first part, and
Art. Smith
 of Broken Arrow Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of
Three hundred and no Dollars, the receipt of which is hereby acknowledged,
 does by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Broken Arrow Tulsa County, and State of Oklahoma, to-wit:
Lots number 14, 15, 16, and 17 in Block fifty nine (59) in the
Town of Broken Arrow State of Oklahoma

TO HAVE AND TO HOLD THE SAME, unto the said party 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 W. W. Lipson
and R. J. Lipson husband and wife have this day executed and delivered one certain
 promissory note in writing to said party of the second part, described as follows: Broken Arrow Oklahoma Feb 21st
1905. we or either of us promise to pay the order of Art. Smith
the sum of three hundred dollars one year after date
with interest at the rate of ten per cent per annum.

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

W. W. Lipson
R. J. Lipson

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, W. P. Traker a Notary Public
 in and for said County and State on this 21st day of Feb. 1905, personally appeared
W. W. Lipson and R. J. Lipson husband and 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 April 9th 1905

(Seal)

W. P. Traker

This instrument was filed for Record on the 27 day of Feb. A. D. 1905, at 5:30 o'clock a M.,
 and duly recorded the 27 day of Feb. 1905
 By H. C. Wickley Deputy. (Seal) Register of Deeds.