

This Indenture, Made this 30th day of November, A. D. 1908, between

Harley G. Mann a single man
of _____ County, in the State of Oklahoma, of the first part, and

Mildah Brooks
of _____ County, in the State of Oklahoma, of the second part;

WITNESSETH, That said part _____ of the first part, in consideration of the sum of Three hundred ^(300.00) Dollars, the receipt of which is hereby acknowledged, do _____ by these presents Grant, Bargain, Sell and Convey unto said party _____ of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: all of the north seventy feet of lot one in Block Twentyone in the town of Tulsa, Okla.

TO HAVE AND TO HOLD THE SAME, unto the said party _____ of the second part her 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 Harley G. Mann has this day executed and delivered one certain promissory note _____ in writing to said party _____ of the second part, described as follows:

One note for \$300.00 dated Nov. 30th 1908 due in one year with interest @ 8% pr annum from date.

Now, if said part _____ of the first part shall pay or cause to be paid to said party _____ of the second part her 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 _____ of the second part shall be entitled to the possession of said premises. And the said part _____ 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 _____ of the first part has hereunto set his hand the day and year first above written.

Harley G. Mann

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, H. A. Carne a Notary Public

in and for said County and State on this 30 day of November 1908, personally appeared Harley G. Mann

a single man and _____ 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 Dec 14 1911

Seal

H. A. Carne
Notary Public

This instrument was filed for Record on the 30 day of Nov A. D. 1908, at 12:30 o'clock P. M., and duly recorded the _____ day of _____ 1908

By _____ Deputy.

Seal

H. B. Waddy
Register of Deeds.