

This Indenture, Made this 10th day of December, A. D. 1908, between

E. J. Gardner and Lucy L. Gardner, his wife
of _____ County, in the State of Oklahoma, of the first part, and

Geo. Wallach
of _____ 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 One hundred thirty 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, heirs and assigns, the following described REAL ESTATE, situated in _____ County, and State of Oklahoma, to-wit:

all of lot two (2) in Block thirty one (31) in Owens Addition to Tulsa Okla. according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 of the second part, 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 E. J. Gardner wife have this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

Note for \$135.00 dated Dec. 10th 1908 & payable in 90 days with interest @ 10% after maturity, with a suitable attorney fee in case of foreclosure.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part, 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.

E. J. Gardner
Lucy L. Gardner

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.

Before me, H. A. Carnel

Notary Public

in and for said County and State on this 10th day of December, 1908, personally appeared

E. J. Gardner and Lucy L. Gardner, 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 Dec. 14, 1911.

(Seal)

H. A. Carnel
Notary Public

This instrument was filed for Record on the 10 day of Dec., A. D. 1908, at 2:00 o'clock P. M., and duly recorded the _____ day of _____, 1908.

By _____ Deputy.

(Seal)

H. C. Wallkey

Register of Deeds.