

This Indenture, Made this 4th day of December A. D. 1908, between
Emma M. Walsh and James M. Walsh, her husband
of Tulsa County, in the State of Oklahoma, of the first part, and
Sarah Haines
of 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 Six Hundred twenty five (\$625.00) 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:

The south twenty five (25) feet of Lot One (1) and the north five (5) feet of Lot Two (2) all in Block One Hundred sixty six (166) in the City of Tulsa, Oklahoma, according to the recorded plat thereof.

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 Emma M. Walsh and J. M. Walsh, her husband have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

One note in the sum of Six Hundred twenty five (\$625.00) Dollars payable on or before one year after date with 10% interest payable semi-annually.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Oct 26-09
H. C. Calkley
Register of Deeds.

Now, if said parties 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 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 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 parties of the first part have hereunto set their hand the day and year first above written.

Mrs Emma M. Walsh
James M. Walsh

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY. Before me, J. E. Hopkins a Notary Public
in and for said County and State on this 4th day of December 1908, personally appeared
Mrs Emma M. Walsh and James M. Walsh 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 30th 1911

(seal) James E. Hopkins
Notary Public

This instrument was filed for Record on the 7 day of Dec. A. D. 1908, at 4:10 o'clock P. M., and duly recorded the 7 day of Dec. 1908
By H. C. Calkley Deputy. seal Register of Deeds.