

This Indenture, Made this 7th day of December A. D. 1908, between

Gabe & Rosey McIntosh  
of Tulsa County, in the State of Oklahoma, of the first part, and

J. R. Goutz  
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 Two Hundred (\$200.00) Dollars, the receipt of which is hereby acknowledged, do hereby 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 Tulsa County, and State of Oklahoma, to-wit:  
Lot no. one (1) New (2) in block no thirty nine (39) in the Town of Alsuma, Oklahoma.  
valued at (\$500.00) Five Hundred Dollars.

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 Gabe & Rosey McIntosh has this day executed and delivered (1) certain promissory note in writing to said party of the second part, described as follows:

One note for \$200.00, dated Dec. 7th 1908. Payable Jan. 1st, 1909.

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 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 hands the day and year first above written.

Witness:  
W. J. Cole  
(illegible)

Gabe McIntosh  
Rosey McIntosh

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, W. J. Cole a Notary Public

in and for said County and State on this 7th day of December 1908, personally appeared

Gabe McIntosh and Rosey McIntosh 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 Jan. 21 1911

(Real)

W. J. Cole

This instrument was filed for Record on the 9 day of Dec. A. D. 1908, at 1 o'clock P.M., and duly recorded the 9 day of Dec. 1908

By Real Deputy.

W. J. Cole  
Register of Deeds.