

This Indenture, Made this 18 day of Dec. A. D. 1908, between

C.B. Lynch & E.J. Lynch
of Tulsa County, in the State of Oklahoma, of the first part, and
Jane Appleby
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of thirty five hundred and ^{whereof} 100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part her heirs and assigns, the following described REAL ESTATE, situated in the County of Tulsa County, and State of Oklahoma, to-wit: Lot one (1) and the north half 1/2 of Lot 2 of Block one hundred & fifty five (165) Tulsa, Oklahoma, as per the official government survey of said city of Tulsa.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 the express condition, that whereas said C.B. Lynch & E.J. Lynch had this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows: on which the following copy:

Tulsa Okla. Dec. 18, 1908.
Twelve months after date We promise to pay to the order of Jane Appleby thirty five hundred dollars (\$3500.00) with interest from date at 10% signed by C.B. Lynch & E.J. Lynch.

Now, if said part ies of the first part shall pay or cause to be paid to said part 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 ies of the first part had hereunto set their hands at the day and year first above written.

C.B. Lynch
E.J. Lynch

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, Robt. E. Lynch Notary Public
in and for said County and State on this 18 day of Dec. 1908, personally appeared

C.B. Lynch and E.J. Lynch 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. Witness my hand and notary seal the day and year above set forth.

My Commission expires July 2 1910
(seal)

Robt E. Lynch
Notary Public

This instrument was filed for Record on the 18 day of Dec. A. D. 1908, at 1:15 o'clock P. M., and duly recorded the day of Dec. 1908

By Reag Deputy.

NA Walker
Register of Deeds.