

## This Indenture,

Made this 14<sup>th</sup> day of December A. D. 1908, between  
Estelle L. Stearns and F. C. Stearns, wife and husband  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
R. C. Hugonin  
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Three Hundred and Five (\$305.00) Dollars, the receipt of which is hereby acknowledged,  
 do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described  
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

all of Lot Four (4) block six (6) Highlands Addition  
to the aforesaid town of Tulsa

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 Estelle L. Stearns  
and F. C. Stearns have this day executed and delivered their certain  
 promissory note in writing to said party of the second part, described as follows:

One note dated December 14<sup>th</sup> 1908 due one year from  
date with interest from date at the rate of ten  
per cent per annum

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

Estelle L. Stearns  
F. C. Stearns

## STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, B. T. Pettus a Notary Public  
 in and for said County and State on this 14 day of December 1908, personally appeared  
Estelle L. Stearns and F. C. Stearns, wife and husband to me known to be the identical person  
 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 Sept. 12 1912

(Seal)

B. T. Pettus

Notary Public

This instrument was filed for Record on the 18 day of Dec. A. D. 1908, at 2:15 o'clock P. M.,  
 and duly recorded the 19 day of Dec. 1908

By W. C. Walkey Deputy.

W. C. Walkey  
 Register of Deeds.

Real