

This Indenture, Made this 18th day of December A. D. 1908, between Jackson B. McDonald & Elizabeth McDonald of Tulsa County, in the State of Oklahoma, of the first part, and H. R. Cline 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 Fourteen hundred and no (\$1400.00) 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: The westerly

One hundred feet of the northerly fifty feet of Lot five (5) also the westerly one hundred feet of Lot six (6) block twelve (12) north Tulsa Addition to the City of Tulsa and according to the official plat of the said City.

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

Jackson B. McDonald has this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

Six months after date, 18 day of Dec., 1908, for the sum of fourteen hundred and no dollars interest at the rate of eight (8) per cent per annum from date due June 18th, 1909.

Signed Jackson B. McDonald
Signed Elizabeth McDonald

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 has hereunto set their hand the day and year first above written.

Jackson B. McDonald
Elizabeth McDonald

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, Elsie R. Gregory, Notary Public in and for said County and State on this 18th day of December 1908, personally appeared

Jackson B. McDonald and Elizabeth McDonald his wife 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 December 20th 1911.

Elsie R. Gregory
Notary Public

This instrument was filed for Record on the 18 day of Dec. A. D. 1908, at 5 o'clock P. M., and duly recorded the 19 day of Dec. 1908.

By H. R. Cline Deputy.

H. R. Cline
Register of Deeds.

For the purpose of this mortgage, the sum of money is hereby paid in full of the

Signed and acknowledged before me, J. C. Walker, Register of Deeds.