

This Indenture, Made this 19th day of December A. D. 1905, between

J. P. Cole and — Cole, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and

W. H. Dwyer, Guardian
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of Four thousand Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his successor and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

North seventy-five (75) feet of lot two (2) in block one hundred seventy three (173) of the City of Tulsa, Oklahoma, according to the original plat and survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part of of the second part his successor 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 J. P. Cole and — Cole have this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows:

One note of even date herewith for \$4,000. due in five years with interest at the rate of 8% per annum, payable annually, with the privilege of paying \$100 or any multiple thereof, upon any interest paying date.

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part his successor 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 of the second part shall be entitled to the possession of said premises. And the said part of 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 of of the first part have hereunto set their hand at the day and year first above written.

J. P. Cole
Sarah B. Cole

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, John P. Ramsey a Notary Public in and for said County and State on this 19th day of December 1905, personally appeared J. P. Cole and Cole, his wife to me known to be the identical person a 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 November 12 1910

Seal

John P. Ramsey
Notary Public

This instrument was filed for Record on the 19 day of Dec A. D. 1905, at 4:40 o'clock P. M., and duly recorded the 19 day of Dec 1905.

By Seal Deputy.

Seal

H. C. Walkley
Register of Deeds.