

This Indenture, Made this 9 day of December A. D. 1907, between J. B. Johnston & Willie Johnston, his wife
 of Tulsa County, in the State of Oklahoma, of the first part, and W. T. Baster
Guardian
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of One thousand
00 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2nd 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 one (1) Block twenty-five (25) in
add to the City of Tulsa as is shown by the amended
plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd 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 this express condition, that whereas said J. B. Johnston
& Willie Johnston his wife had this day executed and delivered to certain
 promissory note in writing to said part 1st of the second part, described as follows:

Long City, Ok. to pay to W. T. Baster, Guardian, in order
received in promise to pay to W. T. Baster, Guardian, in order
of the rate of 10 per cent per annum from date and
further hereby agree that if the note is not paid
when due to pay all cost necessary for collection,
including ten per cent for attorney fees
due May 1st 1915

J. B. Johnston
Willie Johnston

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 part 2nd of the second part shall be entitled to the possession of said premises. And the
 said part 1st of the first part for said consideration do by 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 part 1st of the first part ha by hereunto set their hand at the day and year first above written.

J. B. Johnston
Willie Johnston

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, Notary Public
 in and for said County and State on this 9 day of December 1907, personally appeared J. B. Johnston
 and Willie Johnston his wife to me known to be the identical person as
 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. 27 1910
notary

D. B. Crockett
Notary Public

This instrument was filed for Record on the 13 day of December A. D. 1907, at 9 o'clock a M.,
 and duly recorded the 16 day of January 1908.
 By H. A. Walling Deputy. Register of Deeds.