

This Indenture, Made this 11th day of January 1909 A. D. 1909, between
Simon Wagoner & Bertha Wagoner, his wife
 of Tulsa, Tulsa County, in the State of Oklahoma, of the first part, and
J. W. Walker
 of Tulsa, 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 Three hundred (300) and no/100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Tulsa, Tulsa County, and State of Oklahoma, to-wit:
all of lot No. six (6) in block No one (1) in Turlap Addition to
Tulsa, Oklahoma, according to the recorded plat thereof
Dollars

TO HAVE AND TO HOLD THE SAME, unto the said part 2d 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
Simon Wagoner & Bertha Wagoner have this day executed and delivered one certain
 promissory note in writing to said part 2d of the second part, described as follows:

One note for three hundred (300) dollars, with interest thereon at
10 per cent per annum from date. Dated Jan 11, 1909. Due July
11th, 1909.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 2d 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 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 have hereunto set their hands the day and year first above written.

Simon Wagoner
Bertha Wagoner

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, Charles H. Bryan a Notary Public
 in and for said County and State on this 11th day of January 1909, personally appeared
Ray Oral Wagoner and Bertha Wagoner, his wife 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.

My Commission expires Jan. 5 1910 1909 (Seal) Charles H. Bryan

This instrument was filed for Record on the 11 day of Jan A. D. 1909, at 3 o'clock P M.,
 and duly recorded the 19 day of Jan 1909
 By (Seal) Deputy. H. C. Winkley Register of Deeds.