

This Indenture, Made this 5th day of January A. D. 1909, between

Wilbur M. Neal & Alice M. Neal, nee St. John
of Tulsa County, in the State of Oklahoma, of the first part, and

Union Trust Company,
of Tulsa, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of

Two hundred 00/100 Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said part of the second part its successors and assigns, the following described
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The west half (1/2) of lot four (4) in block ten (10) of Highlands Addition to Tulsa, Oklahoma
Lot twenty four (24) of block three (3) in Highlands Second Addition to Tulsa, Oklahoma according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part its successors 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 Wilbur M. Neal & Alice M. Neal, nee St. John, have this day executed and delivered a certain promissory note in writing to said part of the second part, described as follows:

\$200.00 Tulsa Oklahoma, January 5th, 1909.

Six months after date, without grace, we as principals jointly and severally promise to pay to Union Trust Company of Tulsa, Oklahoma or order Two hundred 00/100 Dollars, for value received, negotiable and payable at office of Union Trust Company in Tulsa, Oklahoma with interest thereon from date at the rate of eight per cent. per annum until paid. The interest if not paid when due, to become part of the principal and bear the same rate of interest.

The several signers, guarantors and endorers of this note hereby expressly waive all rights by reason of any extension of time of payment of, or delay in the collection of said note, or failure of demand, protest or notice at the maturity of this note. If not paid when due and this note is given to an attorney for collection or suit filed thereon, we agree to pay ten (10) per cent. of the principal thereof and ten (10) dollars additional as attorneys fees.
Signed Wilbur M. Neal, Alice M. Neal, nee St. John

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

Wilbur M. Neal
Alice M. Neal, nee St. John

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, Lester Currie a Notary Public
in and for said County and State on this 5th day of January 1909, personally appeared

Wilbur M. Neal and Alice M. Neal, nee St. John 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 June 28th 1912

Lester Currie
Notary Public

This instrument was filed for Record on the 11 day of Jan A. D. 1909, at 5 o'clock P. M., and duly recorded the 11 day of Jan 1909

By Seal Deputy.

H. C. Nickley
Register of Deeds.