

L. R. Aubrey & wife vs Simon Jones

This Indenture, Made this 14th day of January A. D. 1909, between L. R. Aubrey
and Lizzie P. Aubrey
of Tulsa County, in the State of Oklahoma, of the first part, and Simon Jones

of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Eleven Hundred
and Fifty (1150.00) Dollars, the receipt of which is hereby acknowledged,
doth by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part their heirs and assigns, the following described
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The south one half (1/2) of Lot one (1) Block one
hundred ninety-two (92) in the City of Tulsa
according to the official plat of the original townsite

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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 L. R. Aubrey and
Lizzie P. Aubrey has this day executed and delivered one certain
promissory note in writing to said part 2 of the second part, described as follows:

Tulsa Oklahoma January 14th 1909. Twelve months after
date we or either of us promise to pay to Simon Jones
or order eleven hundred fifty (\$1150.00) dollars for value
received negotiable and payable at office of Bank of
Commerce Tulsa Oklahoma with interest from date
at eight (8) percent per annum until paid

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the
said part 1 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 1 of the first part have hereunto set their hand the day and year first above written.

L. R. Aubrey
Lizzie P. Aubrey

STATE OF OKLAHOMA, } ss.

Tulsa County. Before me, Stonewall D. Richardson Notary Public
in and for said County and State on this 14th day of January 1909, personally appeared L. R. Aubrey
and Lizzie P. Aubrey 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 July 24 1911

Stonewall D. Richardson

This instrument was filed for Record on the 16 day of January A. D. 1909, at 3 o'clock P. M.,
and duly recorded the 16 day of January 1909

By seal Deputy.

H. B. Waskley
Register of Deeds