

This Indenture, Made this

13th

day of

January

A. D. 1909,

between

S. H. Covey, of the City of Tulsa, Okla.
 of *Tulsa* County, in the State of Oklahoma, of the first part, and

B. S. Russell
 of _____ County, in the State of Oklahoma, of the second part:

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

Fifteen hundred and no Dollars, the receipt of which is hereby acknowledged,
 do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part *his* heirs and assigns, all

REAL ESTATE, situated in _____ County, and State of Oklahoma, to-wit: *the southeast one half of lot twenty three (23) in the original town (now City) of Tulsa, Oklahoma, more particularly described as follows: Commencing at the southeast corner of said lot three, thence in a westerly direction along the south line of said lot 140 feet to the southwest corner of said lot; thence in a westerly direction 140 feet along the west line of said lot and parallel to the east line thereof; thence in an easterly direction 140 feet parallel to the south line of said lot to the east line thereof; thence in a southerly direction 50 feet along the east line of said lot to point of beginning, having a frontage of 50 feet on S. Denver Avenue and 140 feet on S. West Fourth St. in said City of Tulsa.*

TO HAVE AND TO HOLD THE SAME, unto the said party 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

S. H. Covey has this day executed and delivered *his* certain promissory note in writing to said party of the second part, described as follows:

*Face \$1500- Dated at Tulsa Okla. Jan 13, 1909-
 Due July 13, 1909 at 8% from date.
 Payable First Natl Bank Tulsa Okla.*

And this mortgage is given to secure part of the purchase price for said premises.

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does 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 party of the first part has hereunto set *his* hand the day and year first above written.

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, *the undersigned* Notary Public
 in and for said County and State on this *13th* day of *January* 1909, personally appeared

S. H. Covey and _____ to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that *he* executed the same as *his* free and voluntary act and deed for the uses and purposes therein set forth. *Witness my hand and official seal the day and year above written.*

My Commission expires *7/1/11* 1911. *(Seal)* *T. D. Evans.*

Notary Public.

This instrument was filed for Record on the *13* day of *Jan* A. D. 1909, at *3⁵⁵* o'clock *P.* M.,
 and duly recorded the _____ day of _____ 1909.

By _____ Deputy. *(Seal)* *H. G. Walker.* Register of Deeds.