

This Indenture, Made this 12 day of March A. D. 1905, between

Charles F. Fickley & Ella Fickley  
of Tulsa County, in the State of Oklahoma, of the first part, and

E. C. Fickley  
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 hundred and fifty Dollars, the receipt of which is hereby acknowledged, do all 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:

Lots four (4) and five (5) of section 13 and the east five (5) acres of the south east 10 acres of lot four (4) of section 14 Township 17 North Range 13 East, Being 40 acres more or less.

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd 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 Charles F. Fickley Ella Fickley have this day executed and delivered their certain promissory note in writing to said part 2nd of the second part, described as follows: of which the following is a copy.

one note dated March 12 05 due May 15 05 for \$150.00 with interest.

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 all 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 1st of the first part have hereunto set their hand the day and year first above written.

Charles F. Fickley  
Ella Fickley

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.

Before me, A. J. Votary, Public

in and for said County and State on this 12th day of March 1905, personally appeared Charles F. Fickley and Ella Fickley 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 Sept 27 1905

A. J. Votary  
Notary Public

This instrument was filed for Record on the 13 day of Mar A. D. 1905, at 8:15 o'clock P. M., and duly recorded the 13 day of Mar 1905

By (Seal) Deputy.

A. J. Votary Register of Deeds.