

Abel Teel & Wife TO Edward S. Rike

This Indenture, Made this 14th day of March A. D. 1908, between
Abel Teel and Delitha E. Teel - his wife
 of Tulsa County, in the State of Oklahoma, of the first part, and
Edward S. Rike
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One dollar and other good and valuable considerations Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:
Lot One (1) in Block Sixteen (16) in Highlands Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat of said Addition.

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 Abel Teel has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: For the sum of One hundred Dollars, dated March 14, 1908 due and payable to Edward S. Rike, in 30 days after date, but said mortgage is made second and subject to a mortgage for \$175 to E. J. Meacham dated July 1st 1907. Said note containing the following in recital: This note is given for the purpose of securing the performance of a contract made on March 14, 1908 between Abel Teel the maker of this note and Edward S. Rike the payee therein wherein said Abel Teel agrees to furnish and plant certain fruit trees on the north west quarter of the south east quarter of sec. 28, Township 25, Range 26 in Barry County Missouri and if said contract is performed as provided therein, this note to be void.

Now, if said parties 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 parties 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 parties of the first part have hereunto set their hands the day and year first above written.

Abel Teel
Delitha E. Teel

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, C. W. Singleton a Notary Public
 in and for said County and State on this 14 day of March 1908, personally appeared Abel Teel
 and Delitha E. Teel, 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 Dec. 13 1911

(Seal)

C. W. Singleton
Notary Public

This instrument was filed for Record on the 14 day of Mar 1908, at 5 o'clock P. M.,
 and duly recorded the 14 day of Mar 1908

By H. C. Walker Deputy.

(Seal)

Register of Deeds.