

Letta H. Dunn & Hbd. TO Lucia E. Bartlett

This Indenture, Made this first day of April A. D. 1908, between Letta H. Dunn and S. E. Dunn, her husband of Tulsa County, in the State of Oklahoma, of the first part, and Lucia E. Bartlett of 2 County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of two thousand and no 100 Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: that party Lot four (5) in Block one hundred twenty six (176) in the City of Tulsa, Oklahoma having a front age of forty (40) feet on South Denver Avenue and a depth of one hundred and forty (140) feet to an alley, having an uniform width of forty (40) feet and adjoining Lot four (4) in said Block

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 Letta H. Dunn and S. E. Dunn have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: Open date Receivith for \$2000.00 due in three years from this date with interest at eight (8) per cent per annum Payable semiannually. First parties agree to keep the buildings upon the above premises constantly insured against loss by fire and tornado in a sum not less than \$2000.00 and loss if any, payable to the second party, as interest may appear at that time, and policies delivered to said second party.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part her 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.

Letta H. Dunn  
S. E. Dunn

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.

Before me, Percy Collins a Notary Public in and for said County and State on this first day of April 1908, personally appeared Letta H. Dunn and S. E. Dunn 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. 19 1911  
(Seal)

Percy Collins

This instrument was filed for Record on the 1 day of Apr. A. D. 1908, at 3 o'clock P. M., and duly recorded the 1 day of Apr. 1908 By H. C. Walker Deputy. Register of Deeds.

(Seal)