

This Indenture, Made this 11th day of May, A. D. 1908, between
S. A. Powers and Ella Powers
 of Owasa, Tulsa County, in the State of Oklahoma, of the first part, and J. C. Nixon

of Goodfield County, in the State of Illinois, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of (2000.00)
Two Thousand 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 Owasa County, and State of Oklahoma, to-wit: The north one half
of Lot No. 5 Block No. 159 with 50 ft. frontage on Edwood Avenue with uniform
width of 50 ft. also the south one half of Lot No. 6 Block No. 159 with 50 ft. front-
age on Edwood Avenue with uniform width of 50 ft. frontage. The foregoing
lots described being in the City of Owasa and shown by official U. S. Survey and
plat maps.

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 Stephen A. and
Ella Powers ha at this day executed and delivered a certain
 promissory note in writing to said party of the second part, described as follows: Note dated May 11th 1908 for the
sum of Two Thousand Dollars bearing 8% interest from date payable
semi annually, with agreement that the endorser thereof may
make payments thereon in sums of not less than \$500.00 at any
interest bearing period.

The second party agrees to release the south one half of Lot 6 Block No. 159
as herein described at any time after the payment of, not less than
(\$500.00) Five Hundred Dollars upon the principal of the above
described note, together with any interest then due upon the
whole sum, upon the request of the first Parties.

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 do 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 parties of the first part ha at hereunto set their hand the day and year first above written.

S. A. Powers
Ella Powers

STATE OF OKLAHOMA, } ss.

Owasa County. Before me, Grace Mapes a Notary Public
 in and for said County and State on this 12th day of May, 1908, personally appeared S. A. Powers
 and Ella Powers 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 Aug. 23 1911

(Seal)

Grace Mapes

This instrument was filed for Record on the 13 day of May, A. D. 1908, at 11 o'clock A. M.,
 and duly recorded the 13 day of May, 1908

By D. P. Walker Deputy.

(Seal)

Register of Deeds.