

William A. Rupp To L. N. Butts

This Indenture, Made this 5th day of February A. D. 1908, between William A. Rupp and Margaret Rupp of Tulsa County, in the State of Oklahoma, of the first part, and L. N. Butts of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Fifty hundred (5000) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: North half (5) of lot five (5) block one hundred and fifty one (151) in the City of Tulsa Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 William A. Rupp and Margaret Rupp have this day executed and delivered 14 certain promissory notes in writing to said part of the second part, described as follows:

Eight (8) notes of \$41.66 each and four (4) notes of \$50.00 each dated Feb. 5 1908 with 5 per cent interest per annum from date and payable one note and interest thereon each month until the 12 notes are paid. Two (2) notes of \$500.00 each, dated Feb. 5 1908, one note due in 6 months and one note due in 12 months from date with 8 per cent interest per annum from date.

Now, if said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession of said premises. And the said part 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 part of the first part have hereunto set their hands the day and year first above written.

William A. Rupp  
Margaret Rupp

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY. Before me, C. W. Singleton a Notary Public in and for said County and State on this 5th day of February 1908, personally appeared William A. Rupp and Margaret Rupp 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. 12 1911

(Seal)

C. W. Singleton  
Notary Public.

This instrument was filed for Record on the 7 day of Feb. A. D. 1908, at 9:20 o'clock A. M., and duly recorded the 7 day of Feb. 1908

By H. C. W. Walkey Deputy.

(Seal)

Register of Deeds.