

Union Trust Company, its successors and assigns forever.

And the said party of the first part covenants with the said party of the second part that they are lawfully seized in fee of said premises and same are free from all incumbrances, that they have a good right to sell and convey the same and that they will, and their heirs, executors, administrators and assigns shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And said Mary W. George, wife of said Leifton George, for and in consideration of the said sum of money does hereby release and quit-claim, transfer and relinquish unto the said party of the second part, its successors and assigns, all her right, claim and possibilities of dower and homestead in and to said real estate forever. This sale is made on condition, that

Whereas, said party of the first part is justly indebted to the said party of the second part in the sum of sixteen hundred ten and no/100 Dollars (\$1610.00) for money loaned to the party of the first part by the party of the second part, evidenced by due promissory note of even date herewith with interest thereon from maturity at the rate of eight (8) percent per annum, more specifically described as follows, to-wit:

\$1610.00.

Tulsa, Ind. Ter., August 29, 1906.

Ninety days after date, we, or either of us, promise to pay to the order of Union Trust Company, Tulsa, Ind. Ter., sixteen hundred ten and no/100 Dollars, for value received, negotiable and payable at office of Union Trust Company, Tulsa, Ind. Ter., without deduction or discount, with interest from maturity at the rate of eight (8) percent per annum until paid; and if interest is not paid annually, to become arrearage and bear same rate of interest. The drawer and endorser severally waive presentation for payment, protest and notice of protest, and non-payment of this note, and agree to pay attorney fees, all court costs, and all other expenses incurred in collecting this note and interest, or any part thereof.

Luc
P. W.

(Signed) Leifton George

" Mary W. George.

Now, if the said party of the first part shall fail or cause to be paid said note and interest thereon according to the tenor and effect thereof and do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise be a lien in full force and effect. And in case of non-payment then the said party of the second part shall have power to sell said property at public sale to the highest bidder for cash at Tulsa, in the West end district, Indian Territory, public notice of the time and place of the said sale having been first given thirty (30) days by advertising in some news paper published in said town or territory, at which sale the party of the second part, its successors or assigns, may bid and purchase as any third person might do.

Said party of the first part hereby authorizes said second party, its successors or assigns, to convey said property to anyone purchasing at said sale and to convey an absolute title thereto and in the meantime, its deeds or conveyances shall be taken as prima facie true and the proceeds of the said sale shall be applied first, to the payment of full of the costs and expenses attending said sale. Second, to the payment of said debt and interest, and the remainder, if any, shall be paid to the party of the first part, their heirs, executors, administrators and assigns.

Said party of the first part for and in consideration of money loaned as aforesaid, hereby waives and relinquishes all rights of redemption, appurtenance and homestead allowed by law.

In Testimony Whereof, The party of the first part have hereunto set our hands this the 29th