

To

TULSA
COUNTY

1009 - MORTGAGE OF REAL ESTATE

This Indenture, Made this 29th day of November A. D. 1907, between H. L. Pierce
and Mary A. Pierce
of Tulsa County, in the State of Oklahoma, of the first part, and Perfus E. Gusham
of Deerard County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Hundred 27/100
Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part his heirs and assigns, the following described
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots numbered fifteen (15), and sixteen (16), in
Block number three, in the town of Broken Arrow
Tulsa County Oklahoma

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 H. L. Pierce and
Mary A. Pierce on this day executed and delivered their certain
promissory note in writing to said party of the second part, described as follows:

One note for \$1000 dated at Broken Arrow
Oklahoma November 29th 1907 payable to Perfus E
Gusham and signed by H. L. Pierce and
Mary A. Pierce Due One (1) year after date
and bearing interest at rate of 8 per cent
per annum after date

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 parties 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 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 have hereunto set their hands the day and year first above written.

H. L. Pierce
Mary A. Pierce

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY. Before me, J. J. Holt a notary Public
in and for said County and State on this 29th day of November 1907, personally appeared H. L. Pierce
and Mary A. Pierce 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 May 22nd 1911
notarial seal

J. J. Holt
notary Public

This instrument was filed for Record on the 29th day of Nov A. D. 1907, at 8:45 o'clock M.,
and duly recorded the 29th day of Nov 1907
By H. L. Gusham Deputy. (seal) Register of Deeds