

This Indenture, Made this 23rd day of December A. D. 1907, between.

of Creek County, in the State of Oklahoma, of the first part, and Theodore Berryhill
Guardian of Earl Berryhill a minor
of Creek County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 4 of the first part, in consideration of the sum of.

Four Thousand (\$4000.00) and $\frac{70}{100}$ Dollars, the receipt of which is hereby acknowledged,
done by these presents Grant, Bargain, Sell and Convey unto said party ^{of} the second part ^{his} heirs and assigns, ^{all} the following described
REAL ESTATE, situated in O Tulsa and Nowata County, ^{and} State of Oklahoma, to-wit: The East-half of
The Southwest Quarter and The South-West Quarter of The South-west
Quarter, Section Fifteen (15), Township Fifteen (15) North and Range Fourteen (14) East and The
West-half of The South-east Quarter and The Southeast Quarter of The Southeast Quarter, Section Four
(4), Township Sixteen (16) North and Range Thirteen (13) East, containing 240 acres more or less
according to the official survey.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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

_____ Don Payne _____ ha^d this day executed and delivered one certain promissory note _____ in writing to said part y of the second part, described as follows: _____

Muskogee, Okla., Dec. 23rd, 1907. One year after date
for value received I promise to pay in the order of
Theodore Berryhill, Guardian of Earl Berryhill, a minor
One Thousand Dollars, with interest at the rate
of eight per cent per annum at the American National
Bank, Sapulpa, Okla.,

Signed Don Payne.

Now, if said part 1/4 of the first part shall pay or cause to be paid to said part 1/2 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 1/2 of the second part shall be entitled to the possession of said premises. And the said part 1/4 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 1 of the first part ha. S hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA,

Muskegon COUNTY. } ss. Before me, Amos W. Vernon, a Notary Public
in and for said County and State on this 23rd day of December 1907, personally appeared Oliver Payne
and _____ to me known to be the identical person.

who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires Aug. 30th 1908

Notarial Seal
Enlow H. Kernor
Notary Public

This instrument was filed for Record on the 26 day of Dec. A. D. 1907, at 9³⁰ o'clock A. M.,
and duly recorded the _____ day of _____ 19____ H. O. W. Walker.

By _____ Deputy.

H. C. Walker
Register of Deeds.

(real)