

This Indenture, Made this 14th day of February, A.D. 1908, between P.D. Schofield and Rosa E. Schofield, his wife of Tulsa County, in the State of Oklahoma, of the first part, and George S. Bayne of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One Thousand (\$1000.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part their heirs and assigns, the following described REAL ESTATE, situated in The County of Tulsa County, and State of Oklahoma, to-wit: Sol numbered Twenty four (24) and Twenty five (25) of Bayne Addition to Tulsa Indian Territory, according to the recorded plat thereon. Subject however to a prior mortgage given thereon for the sum of \$250.00.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their 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 P.D. Schofield and Rosa E. Schofield ha on this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows: of which the following is a copy.
\$1000.00 Tulsa Okla. February 14, 1908.

One year after date, for value received, we or either of us jointly or severally, waiving grace and protest, promise to pay to the order of George S. Bayne at Tulsa, Oklahoma, One Thousand Dollars, with interest from date at the rate of 8 per cent per annum, payable annually, until paid. The interest is not paid annually to become as principal and for the same rate of interest and in case this note is placed in the hands of an attorney for collection we agree to pay ten per cent additional for the collection of the same. The undersigned, guarantors and assignors, severally and jointly, presentment for payment, protest and notice of protest thereon, for non payment of this note and consent that time of payment may be extended without notice.

P.D. Schofield
Rosa E. Schofield

Now, if said parties of the first part shall pay or cause to be paid to said parties of the second part their 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 these presents 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 appraisal 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 on hereunto set their hands and seals the day and year first above written.

P.D. Schofield
Rosa E. Schofield

STATE OF OKLAHOMA.

Tulsa COUNTY, } ss. Before me, John B. Meserve a Notary Public
 in and for said County and State on this 14th day of February, 1908, personally appeared P.D. Schofield
and Rosa E. Schofield 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. Witness my hand and Notarial seal the day and year above set forth.
 (Notarial Seal) My Commission expires January 15, 1910

John B. Meserve
Notary Public

This instrument was filed for Record on the 14th day of Feb., A.D. 1908, at 3:10 o'clock P.M., and duly recorded the 19th day of Feb., 1908, By A.C. Walkley Deputy. Register of Deeds.

(Seal)