

This Indenture, Made this 25th day of February A. D. 1908, between Rebecca Hogard and J. D. Hogard wife & husband of Tulsa County, in the State of Oklahoma, of the first part, and S. Jameson

of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of Two Hundred Twenty five ²⁵/₁₀₀ Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The North half of the north west quarter of the north east quarter of Section one (1) Township eighteen (18) north Range fourteen (14) east being the north half of Lot two (2) in Section one (1) Twp. 18 N. Range 14 East, Tulsa County and State of Oklahoma.

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 Rebecca Hogard and J. D. Hogard ha at this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

Dated February 25th 1908 payable on January 1st 1909 with interest at the rate of ten per cent per annum for the sum of Two Hundred Twenty five ²⁵/₁₀₀ Dollars.

Now, if said parties of the first part shall pay or cause to be paid to said part 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 2 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 at hereunto set their hands the day and year first above written.

Mrs. Rebecca Hogard
J. D. Hogard

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, J. B. Parkinson Justice of the Peace in and for said County and State on this 25th day of February 1908, personally appeared Rebecca Hogard and J. D. Hogard wife & husband 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 19

J. B. Parkinson
Justice of the Peace

This instrument was filed for Record on the 26 day of Feb. A. D. 1908, at 8 o'clock A. M., and duly recorded the 26 day of Feb. 1908

By H. C. Walker Deputy. (Seal) Register of Deeds.