

This Indenture, Made this 17th day of October A. D. 1907, between

B. S. Ashley & Rachel Ashley his wife  
of Jordan County, in the State of Oklahoma, of the first part, and

William B. Ashley  
of Mayfield 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 \$126.20  
One hundred twenty six and 20/100 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 Creek Indian Territory County, and State of Oklahoma, to-wit:

South east quarter (4) of north west quarter (6) of section eight (8)  
10 township (19) range two (10) east, containing forty acres (40)  
more or less as the case may be

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 B. S. Ashley & Rachel Ashley his wife have this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows: Mayfield I.T. October 17/07

#126.20 Six months after date without grace for value received  
I, as principal, promise to pay to the order of William B. Ashley in  
Mayfield I.T. one hundred twenty six and 20/100 dollars with int of interest  
at 8 per cent from date, it is stipulated by the parties to this  
note that in the event the same is collected by and attorney or by  
proceedings by law, that an attorney fee of ten dollars and 10  
per cent on the amount so collected shall be paid by maker  
to holder of same.

Now, if said part 1 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 part 1 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 has hereunto set his hand the day and year first above written.

Witnesses to mark.

B. S. Handley

Cyrus J. Christie

May Vincol R. A. Vance

B. S. Ashley

Rachel Ashley

STATE OF OKLAHOMA, } ss.  
County of Nichols

Before me, R. A. Vance a Notary Public

in and for said County and State on this fifth day of November 1907, personally appeared Rachel Ashley wife of B. S. and Ashley to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires March 15 1911

R. A. Vance, Notary Public

Cross Timmer Missouri

This instrument was filed for Record on the 18 day of Mar A. D. 1908, at 11 o'clock AM, and duly recorded the 19 day of Mar 1908

By H. B. Walling Deputy.

Register of Deeds.

Before me this 17th day of October 1907, I, B. S. Handley, Notary Public for the State of Oklahoma, in and for the County of Jordan, personally appeared B. S. Ashley and Rachel Ashley his wife, known to me 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.