

This Indenture, Made this 21st day of March A. D. 1908, between Henrietta Hailey
of Muskogee Okla. County, in the State of Oklahoma, of the first part, and William R. Motte
Muskogee Co, Okla. mortgagee
 of _____ County, in the State of Oklahoma, of the second part:

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

TO HAVE AND TO HOLD THE SAME, unto the said part _____ of the second part _____ 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 _____ ha _____ this day executed and delivered _____ certain promissory note in writing to said part _____ of the second part, described as follows:

Witnesseth that the said mortgagee hereby mortgages to the said mortgagee that certain real property, and premises situate in Tulsa County Oklahoma described as her undivided one fifth interest in and to the allotment of her deceased brother Joseph E. Smith more particularly described as the south half of the south half and the north half of south west quarter of said all in the north west quarter of Sect. 32 - Town 20 N. R. 14 E. Containing sixty acres together with all the improvements thereon and all appurtenances thereunto belonging as security for the payment to him of the sum of Sixty (\$60) dollars on or before the 20th day of April 1908 with interest thereon from the maturity day of time 1908 at 10 per cent per annum as evidenced by a certain promissory note given by the said mortgagee to the said mortgagee for said amount dated the 21st day of March 1908 and payable and due to the said mortgagee.

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

Henrietta Hailey (Seal)

STATE OF OKLAHOMA, } ss.

Muskogee COUNTY, }

Before me, the undersigned notary public

in and for said County and State on this 21 day of March 1908, personally appeared Henrietta Hailey and _____ 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. Witness my hand and official seal the day and year above written.

My Commission expires 2-7-11 1911

Seal

J. R. Fleener

This instrument was filed for Record on the 23 day of March A. D. 1908, at 8 o'clock A. M., and duly recorded the _____ day of _____ 19____.

By _____ Deputy.

(Seal)

H. A. Hailey
Register of Deeds