

This Indenture, Made this 20th day of December A. D. 1907, between

Frank Chesley
of Tulsa County, in the State of Oklahoma, of the first part, and

Theodore Berryhill, Guardian of Carl Berryhill, a minor
of Beck County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Two thousand five hundred (\$2500.00) Dollars, the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Part of lot (7) and (8) in block one hundred three (103) described as all of lot eight (8), and that part of lot (7) seven which adjoin lot eight (8) and lie within a line parallel to and ten feet distant from the lot line between lot seven (7) and eight (8) in said block 103 City of Tulsa, State of Oklahoma

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

Frank Chesley has at this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

Muskogee, Okla., Dec. 20 1907. Six months after date, for value received I promise to pay to the order of Theodore Berryhill, Guardian of Carl Berryhill, minor, Two thousand five hundred dollars with interest at the rate of eight per cent from date. Payable at the American National Bank, Sapulpa, Okla.

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 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 part of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, } ss.

Muskogee COUNTY. Before me, Eulce V. Terrior a Notary Public in and for said County and State on this 20th day of December 1907, personally appeared

Frank Chesley 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

(Seal)

Eulce V. Terrior
Notary Public

This instrument was filed for Record on the 2 day of Jan A. D. 1908, at 9 o'clock a. M., and duly recorded the _____ day of _____ 1908 (Seal) H. C. Wadley

By _____ Deputy. Register of Deeds.