

This Indenture, Made this 1st day of June A. D. 1908, between
J. G. Daniel & Jennie S. Daniel & F. M. Early & Laura A. Early
of Tulsa County, in the State of Oklahoma, of the first part, and
O. E. Luster
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of
five hundred and no Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part Lust heirs and assigns, the following described
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The northwest quarter of the southeast quarter of section 23, township 19, north, range 14, east, of the Indian Base and meridian.

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd of the second part Lust 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 J. G. Daniel
and F. M. Early ha 2nd this day executed and delivered one certain
promissory note in writing to said part 4th of the second part, described as follows: Robert A. A. A. June 1st, 1908.

One year after date without demand, notice or protest, we, or either of us, as principals, promise to pay to the order of O. E. Luster the sum of five hundred and no dollars for value received, negotiable, and with interest from date at the rate of 5 percent per annum until paid. Payable at the First State Bank of Broken Arrow Okla.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 4th of the second part Lust 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 4th of the second part shall be entitled to the possession of said premises. And the said part 4th 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 1st of the first part ha 2nd hereunto set their hands the day and year first above written.

J. G. Daniel
Jennie S. Daniel
F. M. Early
Laura A. Early

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY. } Before me, A. L. Laro a Notary Public
in and for said County and State on this 1st day of June 1908, personally appeared J. G. Daniel & Jennie S. Daniel and F. M. Early & Laura A. Early 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 March 28, 1912 (Seal) A. L. Laro
Notary Public

This instrument was filed for Record on the 9th day of June A. D. 1908, at 8 o'clock A. M., and duly recorded the 19 day of June 1908.
By A. C. Mackley Deputy. (Seal) Register of Deeds.