

This Indenture, Made this 27th day of July, A. D. 1908, between Horat N. Morris

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

The Cherokee Company, a Corporation of Tulsa

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

WITNESSETH, That said party of the first part, in consideration of the sum of

two hundred Dollars, the receipt of which is hereby acknowledged,

do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part, heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The northeast quarter of the northeast quarter of section twenty three
(23) Township twenty (20) north, range twelve (12) east, being
40 acres more or less as the case may be.

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

Horat N. Morris has this day executed and delivered one certain

promissory note in writing to said party of the second part, described as follows:

Dated July 27th, 1908. due, August, 27th, 1908. face value or
proceeds in the sum of \$200.00 bearing interest from date at
the rate of 8% per annum

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

Horat N. Morris

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, Oppe Quincy Notary Public

in and for said County and State on this 27th day of July, 1908, personally appeared

Horat N. Morris 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 Nov. 22nd 1911

Oppe Quincy

Notary Public

This instrument was filed for Record on the 27 day of July, A. D. 1908, at 5 o'clock P. M., and duly recorded the _____ day of _____ 1908

By _____ Deputy.

H. C. Wallley Register of Deeds.