

This Indenture, Made this 31<sup>st</sup> day of July, A. D. 1928, between

Jesse E. Burr, a single man  
of Rogers County, in the State of Oklahoma, of the first part, and  
John David  
of Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of fourteen hundred and fifty Dollars, the receipt of which is hereby acknowledged, do ~~ed~~ by these presents Grant, Bargain, Sell and Convey, unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in the County of Tulsa County, and State of Oklahoma, to-wit:  
The 6 1/2 of NW 1/4 of section 8, township 21 north and range 14 east, containing eighty (80) acres, more or less.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 Jesse E. Burr has at this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows: of which the following

One certain promissory note for \$1450.00 bearing even date herewith and due August 5th, 1928 with interest after maturity until paid at the rate of ten per cent per annum.

(Signed) Jesse E. Burr

Now, if said party of the first part shall pay or cause to be paid to said party 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part shall keep property in good condition and keep insurance paid during term of this mortgage. And the said party of the first part 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 his hereunto set his hand the day and year first above written.

Jesse E. Burr

STATE OF OKLAHOMA, } ss.

Rogers COUNTY. Before me, Walter Littlefield a Notary Public in and for said County and State on this 31<sup>st</sup> day of July, 1928, personally appeared

and Jesse E. Burr, a single man 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. Witness my hand and official seal this day and year above set forth.

My Commission expires March 12<sup>th</sup> 1931

(Seal)

Walter Littlefield

Notary Public

This instrument was filed for Record on the 1 day of Aug, A. D. 1928, at 8:30 o'clock a M., and duly recorded the 1 day of Aug, 1928

By (Seal) Deputy.

A. E. Walkey Register of Deeds.