

This Indenture, Made this 1<sup>st</sup> day of August A. D. 1908, between

John Fields and Annie Fields  
of Tulsa County, in the State of Oklahoma, of the first part, and

Charles Page  
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of three hundred (\$300<sup>00</sup>) and no Dollars, the receipt of which is hereby acknowledged, do 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 Tulsa County, and State of Oklahoma, to-wit:

Southwest quarter of the northeast quarter of section twenty three (23) township nineteen (19) N. Range thirteen (13) E. Containing forty (40) 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

John Fields has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows: \$300<sup>00</sup> Tulsa Okla. Aug 1, 1908.

Ninety days after date for value received I promise to pay to Charles Page or order, three hundred dollars at his office in Tulsa Okla. to bear interest at the rate of 10 per cent per annum from date and further hereby agree that if this note is not paid when due to pay all costs necessary for collection including 10 per cent for attorneys fees.

(Signed) John Fields

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 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 party of the first part have hereunto set their hands the day and year first above written.

John Fields  
Annie Fields

STATE OF OKLAHOMA. } ss.

Tulsa COUNTY. Before me, Philip Kates a Notary Public in and for said County and State on this 1<sup>st</sup> day of August 1908, personally appeared

John Fields and Annie Fields, his wife to me known to be the identical person 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 Mar 4 1912

(Seal)

Philip Kates

This instrument was filed for Record on the 1 day of Aug A. D. 1908, at 4 o'clock P. M., and duly recorded the 19 day of Aug 1908

By H. C. Walker Deputy.

(Seal)

Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me Aug 21 - 1908

Register of Deeds.