

This Indenture, Made this 29th day of July, A. D. 1905, between  
Frank J. Boudinot and Annie S. Boudinot his wife  
of Muskogee County, in the State of Oklahoma, of the first part, and  
R. H. Beard & Company  
of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of  
four thousand and no Dollars, the receipt of which is hereby acknowledged,  
do hereby these presents Grant, Bargain, Sell and Convey unto said part of the second part all heirs and assigns, the following described  
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:  
Undivided one half interest in 7 1/2 of S 1/4 of section 5  
township 20 north, range 13 east, containing eighty acres  
more or less

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part their 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 J. Boudinot  
and Annie S. Boudinot his wife has this day executed and delivered one certain  
promissory note in writing to said part of the second part, described as follows:

Note dated July 29th, 1905 in the sum of (\$4000.00) four  
thousand dollars, with interest after maturity of 10 per  
cent per annum, payable October 29th, 1908.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part their heirs or assigns, said  
sum of money in the above described note above 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 their hand the day and year first above written.  
Frank J. Boudinot  
Annie S. Boudinot

STATE OF OKLAHOMA, } ss.  
Muskogee COUNTY, } Before me, the undersigned a Notary Public  
in and for said County and State on this 29th day of July, 1905, personally appeared  
Frank J. Boudinot 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. Representing hand and official seal  
the day and year above written.  
My Commission expires 12/25/09 (Seal) Garfield Johnson

This instrument was filed for Record on the 1 day of Aug, A. D. 1905, at 10 o'clock AM,  
and duly recorded the 1 day of Aug, 1905.  
By H. C. Walkey (Seal) Register of Deeds.

State of Oklahoma, Muskogee County, SS. Before me, the undersigned Notary Public, in and for said County and State, on this 29th day of July, 1905, personally appeared Frank J. Boudinot and Annie S. Boudinot his wife, and acknowledged to me that they 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 12/25/09. (Seal) Garfield Johnson