

To

This Indenture, Made this 1st day of August A. D. 1908, betweenof James H. Davis
Tulsa County, in the State of Oklahoma, of the first part, andof Maggie Williams
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

Two hundred fifty & no/100 Dollars, the receipt of which is hereby acknowledged,do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following describedREAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:South half of southeast quarter of southeast quarter and northeast quarter of southeast quarter of southeast quarter all in section fifteen (15) township twenty (20) range thirteen (13)The above amount of \$250.00 being part of the consideration of the purchase price of said premises from second party to first partyTO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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

James H. Davis has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows: \$250.00 Tulsa Okla. August 1st 1908Sixty (60) days after date for value received, I promise to pay to the order of Maggie Williams, at First National Bank, Tulsa Okla. two hundred fifty & no/100 Dollars with interest at 8 per cent per annum from date until paid. The principal and interest hereon severally waive notice of demand on payment protest extension. Interest to bear interest if not paid annually. The payment of reasonable attorney fees is agreed to upon default.
James H. Davis

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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.James H. Davis
Maggie WilliamsSTATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me,

Notary Publicin and for said County and State on this 1st day of August 1908, personally appearedJames H. Davis and Maggie Williams to me known to be the identical personwho 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 12/12 1911J. D. Evans
Notary PublicThis instrument was filed for Record on the 1 day of Aug A. D. 1908, at 4:30 o'clock P. M., and duly recorded the 1 day of Aug 1908By H. C. Wackley Deputy.Register of Deeds.