

TO COMPARED

1008-MORTGAGE OF REAL ESTATE.

This Indenture, Made this 1st day of August A. D. 1908, between

Robert W. Wagoner, a single man
of Wagoner County, in the State of Oklahoma, of the first part, and
Frank L. Haymes and J. H. Holt
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
four hundred fifty five and 30/100 (\$455.30) Dollars, the receipt of which is hereby acknowledged,
do hereby 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:

The southwest quarter of the northeast quarter of section twenty
eight (28) township eight (8) north, range thirteen (13) east

TO HAVE AND TO HOLD THE SAME, unto the said party 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
Robert W. Wagoner has this day executed and delivered his certain
promissory notes in writing to said party of the second part, described as follows:

One note for one hundred dollars dated August 1st 1905 payable
November 1st 1905 and with interest from date at the rate of 10 per cent
from date, and one note for three hundred and twenty five dollars
dated October 15th 1906, payable to Haymes & Holt on or before October
15th 1907, and with interest from date at the rate of 8 per cent.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part their heirs or assigns, said
sum of money in the above described notes 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.
Witnesses to mark
E. W. Craig
E. B. Chenoweth
Robert W. Wagoner

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY. }
Before me, F. L. Hurd a Notary Public
in and for said County and State on this 1st day of August 1908, personally appeared Robert Wagoner
a single man and he 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 Jan 21st 1911 (Seal) F. L. Hurd

This instrument was filed for Record on the 3 day of Aug A. D. 1908, at 8 o'clock a M.,
and duly recorded the 3 day of Aug 1908
By H. C. Mackley Deputy. (Seal) Register of Deeds.