

This Indenture, Made this 5th day of August A. D. 1928, between
Willie Franklin and Estella Franklin
 of Tulsa County, in the State of Oklahoma, of the first part, and
R. M. Brown
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of
One thousand and 75/100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2nd 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 one-quarter of the northeast one-quarter (1/4) of sec. seventeen (17)
Township eighteen north, Range thirteen East of the Indian Base and
Meridian

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd 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
Willie Franklin and Estella Franklin have this day executed and delivered a certain
 promissory note in writing to said part 2nd of the second part, described as follows: for the sum of one thousand
dollars (\$1000.00) due in six months from date and bearing interest
at rate of 10% per annum after due and endorsed upon the back that
should Willie Franklin present himself at the Court house on Oct 19/1928 in Tulsa
and at all times hold the said R. M. Brown harmless for any and damage cost and
expense for liability incurred on a certain bond for \$1000 given for his appearance
at that time then said note to be void otherwise to remain in full force and
effect. Now if the said Willie Franklin shall comply with his bond as herein
mentioned and shall obey all orders of court regarding himself in the case
wherein said bond was given or in case of his failure so to do.

And said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 part 2nd of the second part shall be entitled to the possession of said premises. And the
 said part 1st 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 1st of the first part has hereunto set their hands the day and year first above written.

Willie Franklin
Estella Franklin

STATE OF OKLAHOMA, } ss.

Tulsa

COUNTY.

Before me, N. M. Martindale

Notary Public

in and for said County and State on this 5 day of Aug 1928, personally appeared

Willie Franklin and Estella Franklin his wife to me known to be the identical persons
 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 May 23 1932 (Seal)

N. M. Martindale
Notary Public

This instrument was filed for Record on the 12 day of Aug A. D. 1928, at 2:00 o'clock P. M.,
 and duly recorded the 12 day of Aug 1928

By (Seal) Deputy.

H. C. Haskins
 Register of Deeds.