

This Indenture, Made this 12th day of August A. D. 1908, between

George Bower & Maggie M. Bower
of Tulsa County, in the State of Oklahoma, of the first part, and

The Cherokee Company
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of

Two hundred Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said part of the second part the same heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot one (1) in block seventeen (17) of Cherokee Heights Addition to Tulsa Oklahoma according to plat filed thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part the same 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 George Bower & Maggie M. Bower have this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

Promissory note dated August 12th 1908 due August 12th 1909 bearing interest eight per centum per annum signed by George Bower and Maggie M. Bower.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part the same 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 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 have hereunto set their hand the day and year first above written.

George Bower
Maggie M. Bower

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, Wm. Denny a Notary Public
in and for said County and State on this 12 day of August 1908, personally appeared

George Bower and Maggie M. Bower 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 Nov. 22nd 1911 (Seal) Wm. Denny
Notary Public

This instrument was filed for Record on the 12 day of Aug A. D. 1908, at 5:10 o'clock P. M., and duly recorded the 19 day of Aug

By (Seal) Deputy. A. C. Walkey Register of Deeds.