

This Indenture, Made this 15th day of August A. D. 1908, between

David Ballou and Florence D. Ballou  
of Tulsa County, in the State of Oklahoma, of the first part, and

W. B. Luster  
of \_\_\_\_\_ 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 northwest 1/4 of the southeast 1/4 of section 34, Township nineteen (19)  
north range fourteen (14) east-

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  
David Ballou and Florence D. Ballou have this day executed and delivered their certain  
promissory note in writing to said part 1st of the second part, described as follows:

One promissory Note dated August 15th 1908 due on or before  
August 15th 1909, and drawing interest at the rate of 8 per cent.  
per annum from August 15th 1908.

Now, if 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.

David Ballou  
Florence D. Ballou

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, M. P. Hoover a Notary Public  
in and for said County and State on this 15th day of August 1908, personally appeared

David Ballou and Florence D. Ballou 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 March 26th 1912

M. P. Hoover

This instrument was filed for Record on the 18 day of Aug A. D. 1908, at 8:30 o'clock A. M.,  
and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

By \_\_\_\_\_ Deputy.

(Seal)

H. B. Mackay  
Register of Deeds.