

This Indenture, Made this 21st day of August A.D. 1908, between
W.H. Chaney of Chelcea, Oklahoma
 of Rogers County, in the State of Oklahoma, of the first part, and Thomas B. Hodgden
 of Rogers County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of
Five hundred (\$500.00) and no/10 and 100 Dollars, the receipt of which is hereby acknowledged,
 do ~~es~~ by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in the County of Tulsa County, and State of Oklahoma, to-wit:

The southeast quarter of northeast quarter and the southeast quarter of southwest quarter of northeast quarter of section twenty-four (24) Township twenty-one (21) range Twelve (12) east of the Indian Meridian containing fifty (50) acres more or less according to the Government survey thereof

TO HAVE AND TO HOLD THE SAME, unto the said part of 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 the express condition, that whereas said W.H. Chaney
has this day executed and delivered his certain
 promissory note in writing to said part of of the second part, described as follows: from which the following is a copy

\$500.00

Chelcea, Okla. Aug 21st, 1908.
Ninety days from date for value received I promise to pay to the order of
Thomas B. Hodgden Five hundred dollars at Chelcea, Okla. with interest
after date at rate of 6 per cent per annum and if not paid at maturity
and collected by any attorney or by legal proceedings an additional sum
of 10 per cent of the amount of this note as attorneys fees.

Signed: W.H. Chaney

Due Nov. 20th 1908.

Now, if said part of of the first part shall pay or cause to be paid to said part of 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 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 appraisement 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 of the first part has hereunto set his hand, the day and year first above written.

STATE OF OKLAHOMA, } ss.

Rogers COUNTY.

Before me, C.B. Holtzendorff a Notary Public

within and for said County and State on this 21st day of August 1908, personally appeared

W.H. Chaney

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. Witness my hand and official seal the day and year above set forth

My Commission expires Dec. 11 1911.

(Seal)

C.B. Holtzendorff
Notary Public

This instrument was filed for Record on the 24 day of Aug A. D. 1908, at 8 o'clock A. M.,
 and duly recorded the 19 day of Aug

By (Seal) Deputy.

(Seal)

Alb. Walker
Register of Deeds.