

This Indenture, made this 26th day of August, A. D. 1908, between

of Muskogee County, in the State of Oklahoma, of the first part, and

of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of

Two hundred and twenty five and 00/100 Dollars, the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The northwest quarter of the northeast quarter of section twenty-nine (29) Township nineteen (19) north and range thirteen (13) east of the Indian Base and Meridian.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 of the second part 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

Polly Dango has this day executed and delivered her certain promissory note in writing to said part 2 of the second part, described as follows:

One promissory note for \$225.00 for six months without grace at ten percent interest from maturity, dated August 26 and February 24th 1909. If placed in the hands of an attorney or said be instituted first party agreed to pay an additional sum of \$50.00 as attorney's fees.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 of the second part 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set her hand the day and year first above written.

STATE OF OKLAHOMA, } ss.

Muskogee COUNTY.

Before me, John H. Eacre

in and for said County and State on this 26 day of Aug, 1908, personally appeared Polly Dango

and her to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires Oct 8 1911

This instrument was filed for Record on the 27 day of Aug, A. D. 1908, at 8 o'clock AM, and duly recorded the 27 day of Aug, 1908.

By John H. Eacre Deputy.

McWalden Register of Deeds.