

This Indenture, Made this 31st day of August A. D. 1908, between
John L. Rogers and Mattie Rogers, his wife
 of Quincy County, in the State of Oklahoma, of the first part, and

A. J. McCaphe
 of Montgomery 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 Five Hundred Fifty
Eigh^{ty} 75/100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 1st of the second part his heirs and assigns the following described

REAL ESTATE, situated in Quincy County, and State of Oklahoma, to-wit: The South West
Quarter of the South West Quarter and the South East quarter of the
North West Quarter of the South West Quarter of Section No Seven (7)
in Township No Twenty-Two (22) N. & Range Thirteen (13) East Con-
taining fifty (50) Acres more or less.

TO HAVE AND TO HOLD THE SAME, unto the said part 1st 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 John L. Rogers and
Mattie Rogers, his wife ha^{ve} this day executed and delivered On certain
 promissory note in writing to said part 1st of the second part, described as follows: \$ 558.75 Coffeyville, Kansas,

August 31st, 1908. Five years after date, for value received, we promise to
pay to the Order of A. J. McCaphe payable at Coffeyville, Kansas
Five Hundred Fifty Eight and 75/100 Dollars, with
interest at the rate of Seven (7) per cent per annum
from date until paid, interest payable Semi-Annually
Second party agrees to release this mortgage on full
payment of interest principal or any interest payment

Witness to her name, A. B. Laffoon Signed: John L. Rogers his
G. W. Kieffer Mattie Rogers mark
This Mortgage given subject to a prior mortgage for the sum of
Five Hundred (500.00) Dollars

Now, if said part 1st of the first part shall pay or cause to be paid to said part 1st 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 1st 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 ha^{ve} hereunto set their hands the day and year first above written.
 Witness to name, A. B. Laffoon
G. W. Kieffer John L. Rogers
Mattie Rogers mark

STATE OF OKLAHOMA, } ss. A. B. Laffoon
Quincy County, } Before me, A. W. Langston
 in and for said County and State on this 31st day of August 1908, personally appeared John L. Rogers
and Mattie Rogers, 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 7/8 1911

(Seal) A. B. Laffoon
Notary Public

This instrument was filed for Record on the 31 day of Aug A. D. 1908, at 3¹⁰ o'clock P. M.,
 and duly recorded the 31 day of Aug 1908

By (Seal) Deputy. H. C. Walker Register of Deeds.