

This Indenture, Made this 31st day of August A. D. 1908, between
Maurice A De Vinna and Etta M De Vinna his wife
 of Tulsa County, in the State of Oklahoma, of the first part, and Fryer Stevens

of Sperry 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 Twenty Two Hundred Fifty ²⁰⁰
(2250.00) Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described

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

The North East Quarter of the North West Quarter & The South East
Quarter of the North West Quarter of the North West Quarter, all in
Section Thirteen (13) Township Twenty One (21) N Range
Twelve (12) East. all in all of the above described premises are to be conveyed to said part of the second part for the sum of Twenty Two Hundred Fifty Dollars.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 Maurice A De Vinna
has this day executed and delivered out certain
 promissory note in writing to said part of the second part, described as follows:

Dated Aug 31st 1908 for \$2250.00 Due Aug 31st 1909 @ 8%

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

Maurice A De Vinna
Etta M De Vinna

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY, }
 Before me, Robt E Lynen Notary Public
 in and for said County and State on this 31st day of August 1908, personally appeared Maurice
A De Vinna and Etta M De Vinna to me known to be the identical person
 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 July 2nd 1910 Robt E Lynen

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 H. P. Walker Deputy. Register of Deeds.