

This Indenture, Made this 29th day of August A. D. 1908, between Jesse B. Burgess and Elizabeth Burgess of Tulsa County, in the State of Oklahoma, of the first part, and Union Trust Company

of Tulsa 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 Three hundred + No/100 (\$ 300.00)

Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 1 of the second part the same heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

All of the South Half of the Northeast Quarter of Section Thirty Three (33) Township Twenty One (21) North Range Thirteen (13) East of the Indian Base and Meridian and containing Eighty (80) Acres, more or less.

TO HAVE AND TO HOLD THE SAME, unto the said part 1 of the second part the same 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 Jesse B. Burgess + Elizabeth B. Burgess have this day executed and delivered a certain promissory note in writing to said part 1 of the second part, described as follows:

\$300.00
Four (4) Months after date we, or either of us, promise to pay to the order of Union Trust Company, Tulsa Oklahoma, Three hundred + No/100 Dollars, for value received, negotiable and payable at the Office of Union Trust Company, Tulsa Oklahoma without defalcation or discount, with interest from maturity at the rate of Ten per cent per annum until paid, and if interest be not paid annually, to become as principal and bear same interest.
The above undersigned severally and jointly warrant payment for payment, protest and notice of protest and non payment of this note and agree to pay attorney's fees all court costs and all other expenses incurred in collecting this note and any part thereof.
Done December 29-1908. B.O. Cannon, Okla.
Jesse B. Burgess
Elizabeth Burgess

Now, if said part 1 of the first part shall pay or cause to be paid to said part 1 of the second part the same 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 1 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 have hereunto set their hands the day and year first above written.

Jesse B. Burgess
Elizabeth Burgess

STATE OF OKLAHOMA, } ss. Tulsa COUNTY. Before me Claude J. Ingley, Notary Public
in and for said County and State on this 29 day of August 1908, personally appeared Jesse B. Burgess and Elizabeth Burgess 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 Sept 17th 1910 Claude J. Ingley

This instrument was filed for Record on the 31 day of Aug A. D. 1908, at 2:50 o'clock P. M., and duly recorded the 31 day of Aug 1908 By W. C. Marten Deputy. Register of Deeds.

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