

This Indenture, Made this 29th day of August A. D. 1908, between

John H. Bowman
of Julesburg County, in the State of Oklahoma, of the first part, and

Wm Collins
of Julesburg 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 and Fifty (\$350) and no/100 Dollars, the receipt of which is hereby acknowledged, do hereby presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Julesburg County, and State of Oklahoma, to-wit:

The South Twenty-five (25), feet of lot Eleven (11), in Block Three (3), in the Turkey Addition to the City of Julesburg according to the Original plat thereof in said County and State. The above described property not being the Homestead of Grantor.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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 H. Bowman ha 2 this day executed and delivered his two certain promissory note 1 in writing to said part 2 of the second part, described as follows: One Note for the sum of \$175.00 dated the 29th day of August 1908 payable one year after date with interest at the rate of 10% per annum from date until paid, payable at Julesburg Oklahoma to the order of Wm Collins.

One Note for \$175.00 dated August 29th 1908 payable two years after date to the order of Wm Collins at Julesburg Oklahoma, with interest at the rate of 10% from date until paid.

The said John H. Bowman in case said notes are not paid when due agreeing to pay all costs necessary for collection, including 10% for 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 his heirs or assigns, said sum of money in the above described note 2 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 ha 2 hereunto set his hand the day and year first above written.

John H. Bowman

STATE OF OKLAHOMA, } ss.

Julesburg County. Before me, John R. Ramsey Notary Public in and for said County and State on this 29th day of August 1908, personally appeared John H. Bowman

and Wm Collins 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.

My Commission expires November 12 - 1910

Seal

John R. Ramsey
Notary Public Julesburg County, Oklahoma

This instrument was filed for Record on the 5th day of Sept A. D. 1908, at 1:30 o'clock P. M., and duly recorded the 5th day of Sept 1908

By Seal Deputy.

H. C. Walker
Register of Deeds.