

This Indenture, Made this 12 day of September A. D. 1908, between

Andy Jepperson of Oklahoma County, in the State of Oklahoma, of the first part, and

H. L. Wineland 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 Thirty five and no 100 Dollars, the receipt of which is hereby acknowledged, does by these 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 Adler County, and State of Oklahoma, to-wit:

South east quarter of Southwest quarter of Section One (1) Township seventeen (17) north - twelve (12) north

TO HAVE AND TO HOLD THE SAME, unto the said part 2 of the second part his heirs and assigns, together with all the singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever. as warrant title to the same.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Andy Jepperson has at this day executed and delivered his certain promissory note in writing to said part 2 of the second part described as follows:

For thirty five dollars due
November 1, 1908.
And the first party agrees to keep the buildings
insured for \$700.
And the mortgagor agrees to pay \$50.00 attorney
fees on foreclosure

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 mentioned, together with the interest thereon, according to the terms and tenor of the same, then these present 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, then the whole of said sum or sums, and interest thereon, shall and by these presents 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 at hereunto set his hand the day and year first above written.

Andy Jepperson

STATE OF OKLAHOMA.

County of Muskogee } ss.

Before me, a Notary Public

in and for said County and State on this 12 day of Sept. A. D. 1908, personally appeared Andy Jepperson

and 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. Given under my hand and official seal, this 12 day of Sept. A.D. 1908.

My Commission expires Dec. 24, A.D. 1911.

(Seal)

Curtis Clark

Notary Public

This instrument was filed for Record on the 14 day of Sept. A. D. 1908, at 9 o'clock A. M., and duly recorded the day of 19

By (seal) Deputy.

H. C. Walkley

Register of Deeds.