

This Indenture, Made this 10th day of September A. D. 1908, between

of L. H. Bolen, single
Quisa County, in the State of Oklahoma, of the first part, and Union Trust Co.

of Quisa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 7 of the first part, in consideration of the sum of One Hundred and no/100 (\$100⁰⁰) Dollars, the receipt of which is hereby acknowledged, ~~done~~ by these presents Grant, Bargain, Sell and Convey unto said part 7 of the second part the successors heirs and assigns, the following described

REAL ESTATE, situated in Osage County, and State of Oklahoma, to-wit: Part of Lot seven (7) in
section eleven (11) township nineteen (19) north range twelve (12) east described as
follows: Beginning at a point six hundred ninety feet (690) south of the quarter
section corner between sections 11 & 12, said township and range, thence run-
ning west 560 feet to the left bank of the Arkansas River, thence
southeasterly down said left bank 186 feet thence on a magnetic course
north 74° east 444 feet to the section line between sections 11 & 12, thence
north along said line 80.6 feet to the place of beginning, containing 1.28
acres, more or less.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part its successors ~~he~~ 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 L. H. Bolan has this day executed and delivered a certain promissory note 27 in writing to said part 27 of the second part, described as follows:

\$100⁰⁰

Chula Ind. Ger. September 10th. 1908.

Six months after date, we, or either of us, promising to pay to the order of Union Trust Company, Culca, Ind. Ter. One Hundred ^{no}/₁₀₀ dollars For value received, negotiable payable at office of Union Trust Company, Culca Ind. Ter., 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 rate of interest, The drawer and endorsers severally waive presentation for payment, protest and notice of protest, and non payment of this note, and agree to pay attorney's fee, all court costs and all other expenses incurred in collecting this note and interest or any part thereof. Signed. L. H. Bolen
Due March 10th 1909. P.O. E. no. 2

Now, if said part y of the first part shall pay or cause to be paid to said part y of the second part ^{successors} ~~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 y of the second part shall be entitled to the possession of said premises. And the said part y of the first part for said consideration ~~do~~ hereby expressly waive an appraisalment 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 4 of the first part has his hereunto set his hand the day and year first above written.

L. H. Bolan.

STATE OF OKLAHOMA.

in and for said County and State on this 10th day of Sept. 1908, personally appeared J. H. Bolton

_____ and _____ to me known to be the identical person _____ who executed the within and foregoing instrument, and acknowledged to me that Li executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires Sept. 17th. 1910.

(Deal)

Claude F. Singler

This instrument was filed for Record on the 14 day of Sept., A. D. 1908, at 4th o'clock P. M.,
and duly recorded the _____ day of _____ 19____ D. C. Wheeler.

By _____ Deputy.

A. C. Walker

Register of Deeds.

(Real)