

This Indenture, Made this 11 day of September A. D. 1908, between

Cyrus S. Avery and Essie M. Avery, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and

Morris F. Knight
of Craig County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of four hundred fifty Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

the southwest quarter of the northwest quarter of section twenty-five (25) and the southeast quarter of the southeast quarter of section thirteen (13), Township twenty-one (21) north, range thirteen (13) east

TO HAVE AND TO HOLD THE SAME, unto the said part of 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 Cyrus S. Avery and Essie M. Avery, his wife, and Morris F. Knight have this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows:

Note dated September 11th, 1908, in one year, interest eight percent per annum from date, amount \$450.00.

Now, if said part of of the first part shall pay or cause to be paid to said part of 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 of the second part shall be entitled to the possession of said premises. And the said part of 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 of the first part has hereunto set their hand the day and year first above written.

Cyrus S. Avery
Essie M. Avery
Morris F. Knight

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, A. B. Davis a Notary Public

in and for said County and State on this 11th day of September 1908, personally appeared Cyrus S. Avery

and Essie M. Avery, his wife, and Morris F. Knight to me known to be the identical persons

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 November 26, 1911 (Seal)

A. B. Davis
Notary Public

This instrument was filed for Record on the 12 day of Sept A. D. 1908, at 10 o'clock 2 M., and duly recorded the 12 day of 19

By (Seal) Deputy.

H. C. Walker
Register of Deeds.