

This Indenture, Made this 22nd day of September A. D. 1908, between

of Jonathan W. Charlton County, in the State of Oklahoma, of the first part, and

of Chillicothe, Mo 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

Five Thousand Dollars, the receipt of which is hereby acknowledged,

do hereby 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 north half (N 1/2)

of the southwest quarter (SW 1/4) of the northwest quarter (NW 1/4), and southeast quarter (SE 1/4)
of the southwest quarter (SW 1/4) of the northwest quarter (NW 1/4) and the northeast quarter (NE 1/4) of
the northwest quarter (NW 1/4) of the southeast quarter (SE 1/4) of section nine (9) Township
twenty one (21) north range fourteen (14) east of the Indian Base and Meridian,
Tulsa County, Oklahoma

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

party of the second part has this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows:

\$500.00 due September 22nd, 1913, with interest at the rate of seven
(7) per centum per annum until paid, said interest to be payable
semiannually on the 22nd day of March, and the 22nd day of September
of each year and to be evidenced by ten (10) coupon notes of \$11.50 each
and to bear 7% interest after maturity until paid.

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 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 of of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, } ss.

Tulsa County, } Before me, W. G. Brockman a Notary Public

in and for said County and State on this 23rd day of September 1908, personally appeared

Jonathan W. Charlton 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 May 14th, 1911, 1911 (Seal) W. G. Brockman

This instrument was filed for Record on the 23 day of Sep A. D. 1908, at 9:10 o'clock AM,

and duly recorded the 23 day of 19 St. C. Walker Register of Deeds.

By (Seal) Deputy.