

State of Oklahoma  
County of Tulsa

This Indenture, Made this 22<sup>nd</sup> day of September A. D. 1905, between

Andy Jefferson, at single man  
of Cherokee County, in the State of Oklahoma, of the first part, and

M.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 One hundred sixty eight and no 100/100 Dollars, the receipt of which is hereby acknowledged, do hereby 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 Tulsa County, and State of Oklahoma, to-wit:

The southeast quarter of the southwest quarter of section one (1) Township seventeen (17) north, range twelve (12) east of the Indian Base and meridian

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 tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said

Andy Jefferson has this day executed and delivered his certain promissory note in writing to said part 2 of the second part, described as follows: for One hundred sixty

eight and 10/100 dollars due November 1, 1905

And the first part agree to keep the building insured for \$  
And the mortgagee agree to pay \$50.00 Attorney's fee in 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 these presents 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 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 has hereunto set his hand the day and year first above written.

Andy Jefferson

STATE OF OKLAHOMA, } ss.

County of Muskogee } ss.

Before me,

a Notary Public

in and for said County and State on this 22 day of September 1905, personally appeared

Andy Jefferson and at single man 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.

Witness under my hand and official seal, this 22<sup>nd</sup> day of September A.D. 1905

My Commission expires Dec 24 A.D. 1911

(Seal)

Burton Black  
Notary Public

This instrument was filed for Record on the 23 day of Sep A. D. 1905, at 2<sup>05</sup> o'clock P.M., and duly recorded the 19 day of 19

By (Seal) Deputy.

W.L. Mackay

Register of Deeds.