

This Indenture, Made this 24th day of Sept, A. D. 1908, between

W.H. Weirick and Sarah Weirick, his wife
of Tulsa County, in the State of Oklahoma, of the first part, and

Elizabeth C. Hubbard
of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One thousand and no Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The southeast quarter (1/4) of southeast quarter (1/4) of section twenty-three (23) township seventeen (17) north of range thirteen (13) east of the Indian Base and meridian, containing 40 acres, more or less, and being a portion of the allotment of Mattie Sherman

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 W.H. Weirick and Sarah Weirick his wife have this day executed and delivered a certain promissory note in writing to said party of the second part, described as follows:

a principal note for \$1,000.00, dated Sept 24, 1908, for 5 years, bearing interest at the rate of 8% per annum; payable semi-annually, evidenced by ten coupon notes attached to said principal note, for \$40 each, bearing even date and 8% interest in case of default of payment

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

W.H. Weirick
Sarah Weirick

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, Henry Hornecker Notary Public

in and for said County and State on this 24th day of September, 1908, personally appeared

W.H. Weirick and Sarah Weirick his wife 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 Aug 21, 1910 (Seal) Henry Hornecker Notary Public

This instrument was filed for Record on the 1 day of Oct, A. D. 1908, at 5:45 o'clock a M., and duly recorded the 1 day of 19

By (Seal) Deputy. H.C. Mackay Register of Deeds.