

Ella Drew Moore her husband TO Etta E. Knight

This Indenture, Made this 12 day of February A. D. 1918, between Ella Drew Moore (nee Drew) and Riley J. Moore, her husband of Muskogee County, in the State of Oklahoma, of the first part, and Etta E. Knight Guardian of Gertrude Donaldson of Pulaski County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of One thousand (\$1000.00) and 20/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part her heirs and assigns, the following described REAL ESTATE, situated in Pulaski County, and State of Oklahoma, to-wit:

The West half of the north east quarter of Section Thirty four (34), Township Eighteen (18) North, Range Fourteen (14) East, containing eighty acres, more or less, according to the United States survey thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part y 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 Ella Drew Moore and Riley J. Moore have this day executed and delivered their certain promissory note in writing to said part y of the second part, described as follows:

\$1000.00 Broken Arrow, Okla. Feb. 12, 1908.
February 12, 1913 after date we promise to pay to the order of Etta E. Knight Guardian of Gertrude Donaldson One thousand (\$1000.00) and 20/100 Dollars For value received negotiable and payable without defalcation or discount and with interest from date at the rate of eight per cent per annum and if the interest be not paid annually it to become a principal and bear the same rate of interest.

Now, if said part ies of the first part shall pay or cause to be paid to said part y 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 part y of the second part shall be entitled to the possession of said premises. And the said part ies of the first part for said consideration do hereby expressly waive an appraisement 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 ies of the first part ha z hereunto set their hand & the day and year first above written.

attest: J. P. Walrond Etta Drew Moore
Riley J. Moore

STATE OF OKLAHOMA, } ss. Muskogee COUNTY. Before me, J. P. Walrond a Notary Public in and for said County and State on this Twentieth day of February 1918, personally appeared Ella Drew Moore (nee Drew) and Riley J. Moore her husband to me known to be the identical person 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 Nov. 27 1911 J. P. Walrond
Notary Public

(Notarial Seal)

This instrument was filed for Record on the 17 day of Feb. A. D. 1918, at 8:30 o'clock A. M., and duly recorded the 17 day of Feb. 1918 By H. C. Walckley Deputy. Register of Deeds.

(Seal)