

This Indenture, Made this 10th day of October A. D. 1908, between
Henry Ross and Elmer Ross, his wife
 of Tahlequah, Cherokee County, in the State of Oklahoma, of the first part, and
Cyrus Lavery
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of One hundred and no/100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot one (1) of section one (1) Township nineteen (19) north, and the southeast
quarter of the southeast quarter of section thirty-six (36) township twenty (20)
north, all in Range thirteen (13) east, containing 5.76 acres, more or
less.

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd 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 Henry Ross and
Elmer Ross, his wife have this day executed and delivered one certain
 promissory note in writing to said part 2nd of the second part, described as follows:

One note dated October 10th, 1908, amount \$100.00, due in one year,
payable to the order of Cyrus Lavery, interest 1.00% per annum, from
maturity.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the
 said part 1st 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 1st of the first part has hereunto set their hands the day and year first above written.
 Witnessed to mark of Henry Ross.
Walter T. Wagner, Tahlequah, Okla.
L.C. Ross, Tahlequah, Ok.

Henry Ross
Elmer Ross

STATE OF OKLAHOMA, } ss.

Cherokee COUNTY. Before me, J.R. Wyle a Notary Public
 in and for said County and State on this 15th day of October 1908, personally appeared
Henry Ross and Elmer Ross, 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 Dec 25 1911 (Seal)

J.R. Wyle Notary Public
Cherokee County, Okla.
my commission expires December 25, 1911

This instrument was filed for Record on the 16 day of Oct A. D. 1908, at 11 o'clock A. M.,
 and duly recorded the 19 day of Oct 1908
 By (Seal) Deputy. H.C. Warkley Register of Deeds.