

This Indenture, Made this 14th day of October, A. D. 1908, between

Carl C. Magee  
of Tulsa County, in the State of Oklahoma, of the first part, and

Rachel Perryman  
of Tulsa 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 three thousand <sup>(3000.00)</sup> 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 her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Southeast quarter (SE 1/4) of southwest quarter (SW 1/4) of northwest quarter (NW 1/4) of section twelve (12) Township nineteen (19) north, range twelve (12) east.

TO HAVE AND TO HOLD THE SAME, unto the said part of 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 Carl C. Magee has this day executed and delivered of certain promissory note in writing to said part of of the second part, described as follows:

Dated Oct. 14, 1908, due Dec. 14, 1908 in the sum of \$3000.00 given to secure the payment of a mortgage given by Carl C. Magee to Clarissa Bell for \$3000.00 on the premises this day sold by Carl C. Magee to Rachel Perryman when said Clarissa Bell mortgage is released this note & mortgage to be thereby cancelled.

Now, if said part of of the first part shall pay or cause to be paid to said part of 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 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 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 of of the first part has hereunto set her hand the day and year first above written.

Carl C. Magee

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, Benjamin C. Connor Notary Public in and for said County and State on this 16th day of October, 1908, personally appeared

Carl C. Magee and 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 March 29 1911 (Lead) Benjamin C. Connor Notary Public

This instrument was filed for Record on the 16 day of Oct, A. D. 1908, at 10 o'clock AM, and duly recorded the 19 day of 19

By (Lead) Deputy. H. B. Walker Register of Deeds.