

This Indenture, Made this 19th day of Oct, A. D. 1908, between

J. G. Donahoe
of Logan County, in the State of Oklahoma, of the first part, and

E. J. Donahoe and J. G. Donahoe
of Kay County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of

Seven Hundred and two Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part their heirs and assigns, the following described
REAL ESTATE, situated in Oklahoma County, and State of Oklahoma, to-wit: The south west

quarter (SW 1/4) of the north west quarter (NW 1/4) of section
seventeen (17) township twenty (20) north range
fourteen (14) east of Indian Meridian, section 2 Township
north of range 2 of the 20m. containing 40 acres according to the government survey.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part heirs and assigns, together with all and
singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever. and warrant the

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said J. G. Donahoe
grantor has this day executed and delivered one certain

promissory note, in writing to said party of the second part, described as follows:

dated Oct. 19th. 1908 to said parties of the second part
for \$700.00 due Oct. 19th. 1909, with interest at the rate
of 8 per cent per annum payable annually.
The part of the first part hereby agree to keep the building
insured for \$2.

And in case that papers for foreclosure are filed, the
part of the first part agree to pay a reasonable attorney
fee of \$50.00.

For value received, I acknowledge satisfaction and payment in full of the
within mortgage, and same is hereby released.
J. G. Donahoe
Notary Public
July 14-1911

Now, if said party of the first part shall pay or cause to be paid to said parties of the second part their 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 parties of the second part shall be entitled to the possession of said premises. And the
said party of the first part for said consideration does hereby expressly waive an appraisal of said real estate and all benefit of the homestead
exception and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

J. G. Donahoe

STATE OF OKLAHOMA, } ss.
Logan COUNTY.

Before me, E. J. Blackman a Notary Public
in and for said County and State on this 19th day of Oct, 1908, personally appeared

J. G. Donahoe 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. Witness my hand and notarial seal, the date above

My Commission expires Dec. 27th. 1910.

E. J. Blackman

Notary Public

(seal)

This instrument was filed for Record on the 4 day of Nov., A. D. 1908, at 8 o'clock A. M.,
and duly recorded the day of 19

By Deputy.

seal

H. C. Walkley

Register of Deeds.