

This Indenture, Made this 22 day of October 1908, between  
J. M. Burnes and Lallie B. Burnes  
 of Pulaski County, in the State of Oklahoma, of the first part, and  
R. N. Leesch  
 of Pulaski County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of  
One hundred twenty five and  $\frac{90}{100}$  Dollars, the receipt of which is hereby acknowledged,  
 do hereby these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described  
 REAL ESTATE, situated in the County of Pulaski OK County, and State of Oklahoma, to-wit:

Lots Six and Seven (6 & 7) Block Nine (9) Situate in the town of Burley, County of  
Pulaski, State of Oklahoma, as shown by the original plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said party 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 the express condition, that whereas said  
J. M. Burnes has this day executed and delivered a certain  
 promissory note in writing to said party of the second part, of which the following is a copy

Dated Oct 22, 1908, Due Oct 22, 1909, for 200<sup>00</sup> Interest 8 per cent from date

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

J. M. Burnes  
Lallie B. Burnes

STATE OF OKLAHOMA, }  
Pulaski COUNTY. } ss.

Before me, H. L. Beck Notary Public

In and for said County and State on this 2 day of November 1908, personally appeared  
J. M. Burnes and Lallie B. Burnes 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. Witness my hand and official seal the day and year above set forth.

My Commission expires Jan 21 1911

H. L. Beck

Notary Public

This instrument was filed for Record on the 2<sup>nd</sup> day of Nov A. D. 1908, at 11 o'clock AM,  
 and duly recorded the 2<sup>nd</sup> day of Nov 1908

By H. L. Mackley Deputy.

Register of Deeds.