

This Indenture, Made this 29th day of October, A. D. 1908, between

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

of E. L. Donahoe and J. J. Donahoe 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 no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part their heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The northwest quarter of the northwest quarter of the northwest quarter of section seventeen (17) township twenty (20) north, Range fourteen (14) east, containing ten (10) acres more or less

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.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said

J. L. Donahoe has on this day executed and delivered his certain promissory note, in writing to said party of the second part, described as follows: of which the following is a copy.

125. Guthrie, Okla., October 29, 1908.
One year after date I promise to pay to the order of E. L. Donahoe and J. J. Donahoe One hundred twenty five and no/100 dollars. For value received, payable at the First National Bank, of Sapulpa, with interest at the rate of eight percent, per annum from date.
W. Guthrie, Okla. J. L. Donahoe.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part their heirs or assigns, said money in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then this Indenture 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 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 party of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, } ss.

County of Beck Before me, Belle Williamson a Notary Public, in and for said County and State on this 29 day of October, 1908, personally appeared

J. L. Donahoe and E. L. Donahoe and J. J. Donahoe to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that the execution thereof is executed the same as his free and voluntary act and deed for the uses and purposes therein set forth, named

My Commission expires April 1-1911 1908 (Seal) Belle Williamson Notary Public

This instrument was filed for Record on the 6 day of Nov, A. D. 1908, at 4 o'clock P. M., and duly recorded the 6 day of Nov, 1908

By W. H. Wackey Deputy. (Seal) Register of Deeds.

Witness satisfaction and payment in full of the within mortgage.

For value received, acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

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