

This Indenture, Made this 25th day of November, A. D. 1921, between

Willis H. Booth, a widower
of Tulsa County, in the State of Oklahoma, of the first part, and

W.H. Foster
of Highland, Kansas 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 thousand and no 100.00 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 Tulsa County, and State of Oklahoma, to-wit:

The west half (1/2) of the southeast quarter (1/4) and the southeast quarter (1/4) of the southeast quarter (1/4) of section twenty one (21) township eighteen (18) north Range fourteen (14) east, containing 1.20 acres more or less

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 this express condition, that whereas said

Willis H. Booth has this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

one first mortgage real estate coupon note dated Broken Arrow Oklahoma, November 25, 1921, due three years after date, with the privilege of paying the full amount of the principal at any interest paying date, said note being executed for the principal sum of One thousand Dollars, with interest thereon at the rate of 5% interest per annum, payable annually, with three annexed interest coupons for the sum of \$50.00 per year, and if any interest coupon or any part thereof is not paid when due, or in case of the failure to comply with any of the requirements of the mortgage, given by the maker thereof to secure the payment of said note, the principal and interest shall become due and payable at once at the option of the legal owner of said note.

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 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 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 does 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.
Tulsa COUNTY, }

Before me, F.B. Righter a Notary Public

in and for said County and State on this 25th day of November, 1921, personally appeared

Willis H. Booth, a widower 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 15, 1922

Seal

F.B. Righter
Notary Public

This instrument was filed for Record on the 27 day of Nov, A. D. 1921, at 5 o'clock P. M., and duly recorded the _____ day of _____, 1921

By _____ Deputy.

Seal

H.C. Walker
Register of Deeds.