

This Indenture, Made this 28th day of November, A. D. 1908, between

Monnie Miller  
of Tulsa County, in the State of Oklahoma, of the first part, and

Cyrus L Avery  
of Tulsa County, in the State of Oklahoma, of the second part:

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

Two hundred sixty and no/100 Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot three (3) and northeast ten (10) acres of lot four (4) section thirty (30) township twenty (20) North, range fourteen (14) east and west ten (10) acres of lot one (1) section six (6) township nineteen (19) north, range fourteen (14) east of the Indian Meridian and containing 58.91 acres.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 Monnie Miller

had this day executed and delivered one certain promissory note in writing to said part of the second part, described as follows:

Note dated November 28th 1908 due in one year, amount \$260.00 interest ten percent from date, payable semi annually executed by Monnie Miller in favor of Cyrus L Avery.

Now, if said part of the first part shall pay or cause to be paid to said part 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 part of the second part shall be entitled to the possession of said premises. And the said part of the first part for said consideration do hereby expressly waive an appraisalment 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 the first part has hereunto set his hand the day and year first above written.

Monnie Miller

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.

Before me, A. B. Davis a Notary Public

in and for said County and State on this 30th day of November 1908, personally appeared

Monnie Miller 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 November 26th 1911

Seal

A. B. Davis

Notary Public

This instrument was filed for Record on the 30 day of Nov, A. D. 1908, at 10:00 o'clock a M., and duly recorded the 19 day of 19

By Seal Deputy. H. B. Wadley Register of Deeds.