

This Indenture, Made this 30th day of December, A.D. 1908, between

of Charles B. Rogers & wife
Craig County, ~~in the~~ State of Oklahoma, of the first part, and
International Bank & Trust Company
of Craig County, ~~in the~~ State of Oklahoma, of the second part:

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

do by these presents Grant, Bargain, Sell and Convey unto said party of the second part of himself and assigns, the following described REAL ESTATE, situated in the County of Nowata County, and State of Oklahoma, to-wit: 1

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

SE $\frac{1}{4}$ of NW $\frac{1}{4}$ + E $\frac{1}{2}$ of NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 29 and east
1/2 of SW $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 20 Township 23 North, Range 14 east, T.M.

TO HAVE AND TO HOLD THE SAME, ~~unto the said part~~ 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 the express condition, that whereas said Charles B. Rogers
& wife have this day executed and delivered a certain
 promissory note in writing to said party of the second part, described as follows: of which the following is a description

promissory note in writing to said party of the second part, described as follows: of which the following was description:
Note of \$5,000.00 Dated Dec. 30, 1908 due Dec. 30, 1909 with interest at the rate of 8 per cent per annum after date as evidenced by two coupon notes of \$400.00 each, due in 6 and 12 months respectively.

Now, if said part all of the first part shall pay or cause to be paid to said part of of the second part or ~~heir 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 ~~the~~ 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~~ together with an attorney fee of \$100.00 as a legal fee become due and payable, and said part of of the second part shall be entitled to the possession of said premises. And the said part of 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 parties of the first part have hereunto set their hands, the day and year first above written.

STATE OF OKLAHOMA,)

_____ County. } ss. Before me, B. A. M^{rs} Garland a Notary Public
 within and for said County and State on this 31st day of December 1908, personally appeared _____

Chas B Rogers and Ida J Rogers to me known to be the identical person

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 notarial seal the day and year above

My Commission expires Oct 20 1911 Sam Farland

This instrument was filed for Record on the 6 day of Jan, A. D. 1929, at 10⁰⁰ o'clock A. M., and duly recorded the _____ day of _____, 19____.

By Deputy. Deputy. Register of Deeds.