

P.H. Magginess & wife TO W. Lyle Dickey  
 This Indenture, Made this 3rd day of February A. D. 1908, between P.H. Magginess and Anna Magginess  
 of Culka County, in the State of Oklahoma, of the first part, and W. Lyle Dickey  
 of Culka County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of (\$1500.00)  
Fifteen hundred Dollars, the receipt of which is hereby acknowledged,  
 do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described  
 REAL ESTATE, situated in Culka County, and State of Oklahoma, to-wit:

Lot Five (5) Block one (1) in Blisc Addition to the City  
of Culka Oklahoma, according to the recorded plat thereof.  
Dollars.

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd 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 P.H. Magginess and Anna Magginess  
 have this day executed and delivered 3 certain promissory notes in writing to said part 2nd of the second part, described as follows:

One note of \$500.00 dated Feby. 3-1908 - Payable to W. Lyle Dickey, due in 6 months from date with 8 per cent interest per annum from date until paid, given by P.H. Magginess and Anna Magginess.  
One note of \$500.00 dated Feby. 3, 1908, Payable to W. Lyle Dickey, due in 12 months from date with 8 per cent interest per annum from date until paid given by P.H. Magginess and Anna Magginess.  
One note of \$500.00 dated Feby. 3, 1908, Payable to W. Lyle Dickey, due in 8 months from date with 8 per cent interest per annum from date until paid given by P.H. Magginess and Anna Magginess.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st 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 1st of the first part have hereunto set their hands the day and year first above written.

P.H. Magginess  
Anna Magginess

STATE OF OKLAHOMA, } ss.  
Payson COUNTY. Before me, Ernest Lewerton a Notary Public  
 in and for said County and State on this 11 day of February 1908, personally appeared P.H. Magginess  
 and Anna Magginess his wife to me known to be the identical person s  
 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.

My Commission expires July 2 1911

(Seal)

Ernest Lewerton

This instrument was filed for Record on the 9 day of Mar. A. D. 1908, at 2 o'clock P. M.,  
 and duly recorded the 9 day of Mar. 1908  
 By H. C. Walley Deputy. (Seal) Register of Deeds.