

This Indenture, Made this 9th day of January, A. D. 1929, between

of Carl C. Magee Tulsa County, in the State of Oklahoma, of the first part, and

of Clara Bell Tulsa County, in the State of Oklahoma, of the second part:

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

Three thousand Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The southwest quarter (S.W. 1/4) of the northeast quarter (N.E. 1/4) of section seven (7) township nineteen (19) north, Range thirteen (13)

TO HAVE AND TO HOLD THE SAME, unto the said part of of the second part her 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 Carl C. Magee did on the 30 day of July, 1906 he this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows:

Note dated July 30, 1906, in the sum of three thousand (\$3000.) made to Clara Bell by Carl C. Magee, with interest from date at 7% subject to a prior mortgage of \$2000. upon this with other lands.

Now, if said part of of the first part shall pay or cause to be paid to said part of 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 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 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 of the first part has hereunto set his hand the day and year first above written.

Carl C. Magee

STATE OF OKLAHOMA. } ss.

Tulsa COUNTY. Before me, Benjamin C. Conner a Notary Public in and for said County and State on this 9th day of January, 1929, personally appeared

Carl C. Magee and Clara Bell 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 29, 1911

Seal

Benjamin C. Conner
Notary Public

This instrument was filed for Record on the 9 day of Jan, A. D. 1929, at 4:15 o'clock P. M., and duly recorded the 9 day of Jan, 1929.

By Seal Deputy.

Seal

H. C. Walker

Register of Deeds.