

This Indenture, Made this 2 day of January A. D. 1908, between
Horace Siler, single and unmarried man
 of Dulles County, in the State of Oklahoma, of the first part, and
C. G. Poushie
 of Dulles County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of
Four Hundred and forty Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, ^{all} the following described
 REAL ESTATE, situated in Dulles County, and State of Oklahoma, to-wit:
Lot 11 and 12 in Block Eight (8) in the City of Dulles as is shown by the amended plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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
Horace Siler has at this day executed and delivered his certain
 promissory note in writing to said part 2 of the second part, described as follows: which the following is a copy.
\$440.00 Dulles Okla. Jan. 2 1908.
One year after date I promise to pay to the order of
C. G. Poushie four hundred and forty Dollars. At
Dulles Oklahoma. Value received with interest
at the rate of 10 per cent per annum from maturity.
Due Jan. 2, 1909.

(Signed Horace Siler.)

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 the
 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, then the whole of said sum or sums, and
 interest thereon, shall become due and payable, and said part 2 of the second part shall be entitled to the possession of said premises. And the
 said part 1 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 1 of the first part has at hereunto set his hand - the day and year first above written.

Horace Siler

STATE OF OKLAHOMA, } ss.

Dulles County. Before me, Notary Public
 in and for said County and State on this 2 day of January 1908, personally appeared Horace Siler
a single man 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 Sept. 27 - 1910

D. B. Creason
Notary Public

This instrument was filed for Record on the 2 day of Jan A. D. 1908, at 11:20 o'clock A. M.,
 and duly recorded the 2 day of Jan 1908
 By H. C. Walkey Deputy. (Seal) Register of Deeds.

Signed and acknowledged before me Jan. 2, 1908
C. G. Poushie
 Notary Public