

1608 - MORTGAGE OF REAL ESTATE.

This Indenture, Made this 18th day of January A. D. 1908, between Don M. McDonald and H. R. Pierson
of Muskogee County, in the State of Oklahoma, of the first part, and Queen City Collecting Co
of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Seven hundred fifty
and no 100 Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said parties of the second part their heirs and assigns, the following described
REAL ESTATE, situated in Muskogee County, and State of Oklahoma, to-wit:

N.W. 1/4 of Sec 11 W. 1/4 of the N.E. 1/4 Section 18 Township 22 Range 16
and S.W. 1/4 of the S.W. 1/4 of the S.E. 1/4 and the W. 1/2 of the S.E. 1/4 of the S.W. 1/4 of the
S.E. 1/4 Sec. 4 Township 27 N. Range 14 and the N.E. 1/4 of the N.W. 1/4 and
the N.E. 1/4 of the N.W. 1/4 of the N.W. 1/4 of Sec 24 Township 20 Range 13 E.

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part their 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 James Weber Don
McDonald and H. R. Pierson have this day executed and delivered one certain
promissory note in writing to said parties of the second part, described as follows:

One note for Seven hundred fifty and no 100 dated January
18th 1908 and running thirty days.

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

Witnesses

Don M. McDonald

H. R. Pierson

James C. Webber

STATE OF OKLAHOMA, } ss.
Muskogee COUNTY.

Before me, B. H. Kaufman a Notary Public

in and for said County and State on this 18th day of January 1908, personally appeared Don M. McDonald
H. R. Pierson & and James C. Webber to me known to be the identical persons
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 9th 1910

(Seal) 40

B. H. Kaufman
N.P.

This instrument was filed for Record on the 20 day of January A. D. 1908, at 1 o'clock P. M.,
and duly recorded the 20 day of January 1908

By (Seal) Deputy.

H. C. Walley
Register of Deeds.