

This Indenture, Made this 2nd day of January A. D. 1928, between Dan Landrum and L. W. Landrum, his wife of Muskogee County, in the State of Oklahoma, of the first part, and J. E. Johnston Trustee of Muskogee 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 Sixty and 75/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2^d of the second part his successors, heirs and assigns, the following described REAL ESTATE, situated in Marion County, and State of Oklahoma, to-wit: The southeast quarter of the southeast quarter and the northeast quarter of the southeast quarter of the southeast quarter of Section thirty four (34) Township twenty-one north Range thirteen (13) east of the Indian Base and Meridian.

TO HAVE AND TO HOLD THE SAME, unto the said part 2^d of the second part his successors, 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 Dan Landrum and L. W. Landrum have on this day executed and delivered a certain promissory note in writing to said part 2^d of the second part, described as follows:

Annot of even date herewith for sixty (60) dollars and payable in ninety days from date with interest at the rate of ten per cent from date.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2^d of the second part his successors, 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 2^d 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 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 part 1st of the first part have on hereunto set their hands the day and year first above written.

Dan Landrum
L. W. Landrum

STATE OF OKLAHOMA, } ss.
Muskogee COUNTY. Before me, John H. Escott a Notary Public in and for said County and State on this 2^d day of Jan. 1928, personally appeared Dan Landrum and L. W. Landrum, 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 Oct. 8 1911

(Notarial Seal)

John H. Escott

This instrument was filed for Record on the 4 day of Feb. A. D. 1928, at 11 o'clock A. M., and duly recorded the 4 day of Feb. 1928

By _____ Deputy.

(Seal)

H. C. Walker

Register of Deeds.