

and the N 1/2 of the N.W. 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of the SW 1/4 of Sec 1 Township 20 N and Range 12 East, containing 90 acres more or less.

To have and to hold the same unto the said party 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 Jackson N Leerskov has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows :-

Of even date herewith \$ 500.00 time five years, interest 10% per annum, payable at the office of Teehee & Jones or the Cherokee National Bank of Tahlequah

Now if said party of the first part shall pay or cause to be paid to said party 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 therein, 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 party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does 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 party of the first part has hereunto set his hand the day and year first above written.

Jackson N Leerskov

State of Oklahoma, Cherokee County, SS

Before me, Houston B Teehee a Notary Public in and for said County and State on this 18 day of August 1908 personally appeared Jackson N Leerskov 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 April 7th 1910.

SEAL.

Houston B Teehee Notary Public

Filed for record Aug 19 1908 at 8 A.M. H.C. Walker Reg of Deeds (SEAL)

COMPARED

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-----RELEASE OF MORTGAGE :-----

The undersigned hereby acknowledge full satisfaction of the debt and release ascertain mortgage dated the 8th day of December 1906 made by Waddie Mc Coy and Carrie Mc Coy his wife in favor of Dickason - Goodman Lumber Company, of Dawson Okla recorded in the records of the U.S. Court at Claremore Okla in Book 15 at page 596 and reconvey the premises therein described to the makers of said mortgage or deed of trust, their heirs and assigns.

In witness whereof, we have therunto set our hands and seals this 5th day of August 190

COR SEAL.

Dickason-Goodman Co Seal

J. F. Goodman V.P.

W.T. Dickason Secy. Trustee.