

Know all Men by these Presents, THAT Frank M. Puryear and Emma H. Puryear his wife, of Tulsa County Oklahoma for and in consideration of the sum of Six hundred and no (\$600.00) DOLLARS to us in hand paid by William F. Morris of Nowata the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and do hereby Grant, Bargain, Sell and Convey unto the said William F. Morris and unto his heirs and assigns, the following described real estate situated in Tulsa County, Okla. All of the South-west quarter (14) of the south-east quarter (14) of section thirty-one (31) Township seventeen (17) Range thirteen (13) East in the state of Oklahoma. Tulsa County

TO HAVE AND TO HOLD THE SAME unto the said William F. Morris and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And we, the said Frank M. Puryear Emma H. Puryear for ourselves and our heirs, executors, administrators and assigns, covenant with the said William F. Morris his heirs and assigns, that we lawfully seized in fee of the aforegranted premises; that they are free from all incumbrances; that we have good right to sell and convey the same to the said William F. Morris his heirs, executors, administrators and assigns, as aforesaid; and that we will and our heirs, executors, administrators shall forever warrant and defend the title to said real estate against all lawful claims and demands whatever.

And I, the said Emma H. Puryear wife of the said Frank M. Puryear for and in consideration of the said sum of money, do hereby release and quit-claim, transfer and relinquish unto the said William F. Morris and his heirs and assigns, all my right or possibility of dower in or to said lands.

The foregoing conveyance is on conditions: That, whereas, the said Frank M. Puryear and Emma H. Puryear are justly indebted to the said William F. Morris in the sum of Six hundred and no DOLLARS, for borrowed money, evidenced by two promissory notes of even date and drawing 8% interest from date one note of Five hundred due December the 14th 1907 one note due 300.00 December the 14th 1907 Frank M. Puryear and Emma H. Puryear shall pay or cause said notes to be paid, with interest, according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said Frank M. Puryear and Emma H. Puryear shall at all times keep all taxes fully paid, as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of not less than \$ 650.00; loss, if any, payable to the said William F. Morris as his interest may appear.

And it is further hereby agreed, that in case the said Frank M. Puryear and Emma H. Puryear shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said William F. Morris or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 1 per cent. per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And we hereby waive all rights of appraisal or redemption to which we are entitled under the Acts of the Legislature, approved March 17, 1879, and March 17, 1883, respectively.

And if default be made in payment of the sums hereby secured at maturity, or when the same or either of them becomes due and payable, then the said grantee, or his assign, agent or attorney, shall have power to sell said property at public sale, to the highest bidder, for cash, in Nowata Okla public notice of the time and place of said sale having first been given 60 days, by advertising in some newspaper published in said Nowata or by printed or written handbills posted up in 5 public places in said city; at which sale the said grantee or assignee may bid and purchase as any third person might do; and we hereby authorize the said grantee or assignee to convey said property to any one purchasing at the said sale, and the recitals of his deed of conveyance shall be taken as prima facie true, and the proceeds of said sale shall be applied, first, to the payment of all costs and expenses attending said sale; second, to the payment of said debt and interest; and the remainder, if any, shall be paid to said grantors.

Witness our hands on this 14th day of December A. D. 1907.

Frank M. Puryear Emma H. Puryear

ACKNOWLEDGMENT.

UNITED STATES OF AMERICA,

ss. On this 14th day of December A. D. 1907, before Miss C. Berry a Notary Public within and for the above County State of Oklahoma duly commissioned and acting, appeared in person Frank M. Puryear and Emma H. Puryear his wife

to me personally well known as the person S. whose name S. appear S. upon the within and foregoing deed of conveyance as the part us grantor, and stated to me that they had executed the same for the consideration and purposes therein mentioned and set forth as their free voluntary act and deed, and I do hereby so certify.

And I further certify that on the same day voluntarily appeared before me Emma H. Puryear wife of the said Frank M. Puryear the grantor herein, to me well and personally known as the person who joined the said Frank M. Puryear in making this conveyance, and in the absence of her said husband stated and declared to me that she had of her own free will joined in the execution of the same, and had signed and sealed the relinquishment of dower and homestead therein expressed for the purpose and consideration therein contained and set forth, without compulsion or undue influence of her said husband.

In Testimony Whereof, I have hereunto set my hand and seal of office as such Notary Public at the town of Nowata Okla the day and year last above written.

(SEAL)

My commission expires Jan 31st A. D. 1911.Miss C. Berry Notary Public.

Filed for record

Jan 2 1908, at 9 o'clock a. M.H. D. W. Kelly, Sec. of State.
Deputy Clerk and Ex. Office Recorder.