

This Indenture, Made this 9th day of March A. D. 1908, between William H. Miller Francis K. Miller
of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and
of J. S. Walker
of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of One hundred two and 00 Dollars, the receipt of which is hereby acknowledged, do sell by these presents Grant, Bargain, Sell and Convey unto said part of of the second part their heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:
Lot 11 and 12 in Block 4 in the First Addition to the town of Broken Arrow, Okla. according to the plat filed in the office of Clerk of the U. S. Court at Wagoner.

TO HAVE AND TO HOLD THE SAME, unto the said part of of the second part of 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 William H. Miller and Francis K. Miller have this day executed and delivered one certain promissory note in writing to said part of of the second part, described as follows: note dated March 9th 1908 for \$102.50 payable to J. S. Walker and signed by William H. Miller and Francis K. Miller. note bearing two percent interest from date.

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

William H. Miller
Francis K. Miller

STATE OF OKLAHOMA.

Tulsa COUNTY. } ss. Before me, W. T. Fraker a notary public
in and for said County and State on this 9th day of March 1908, personally appeared William H. Miller and Francis K. Miller husband - wife to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as that free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires April 9th 1908

W. T. Fraker
Notary Public

This instrument was filed for Record on the 10 day of Mar. A. D. 1908, at 8 o'clock a M., and duly recorded the 10 day of Mar. 1908
By H. C. Walkley Deputy. (Seal) Register of Deeds.