

This Indenture, Made this 23rd day of December A. D. 1907, between S. W. Donaldson and his wife Jennie Donaldson
of Owaha County, in the State of Oklahoma, of the first part, and
of E. D. Dade
of Owaha 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 Six hundred Eighty One — and 08/100 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 heirs and assigns, the following described REAL ESTATE, situated in Owaha County, and State of Oklahoma, to-wit:

Lot Numbered Thirty four (34), Thirty five (35) and Thirty six (36) in Block Number Thirteen (13) in the Homestead Addition to the Town of Broken Arrow in Owaha County, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said part 2^d 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 S. W. Donaldson and Jennie Donaldson have this day executed and delivered their certain promissory note in writing to said part 2^d of the second part, described as follows:

One Note dated December 20th 1907 for \$651.08 due December 1st, 1908, bearing interest at the rate of 8 per cent per annum 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 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 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 1st of the first part have hereunto set their hands the day and year first above written.

S. W. Donaldson
Jennie Donaldson

STATE OF OKLAHOMA, } ss.

Owaha COUNTY. Before me, J. G. Holt a Notary Public in and for said County and State on this 23rd day of December 1907, personally appeared S. W. Donaldson and Jennie Donaldson and 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 May 22nd 1911

Notarial Seal

J. G. Holt
Notary Public

This instrument was filed for Record on the 26 day of Dec. A. D. 1907, at 11⁴⁵ o'clock A. M., and duly recorded the 26 day of Dec. 1907

By _____ Deputy.

(Clear)

H. C. Walker
Register of Deeds.