

Bettie Roberts & H.H. To Broken Arrow Loan Co.
 This Indenture, Made this 21st day of March A. D. 1908, between Bettie Roberts and George Roberts her husband,
 of Tulsa County, in the State of Oklahoma, of the first part, and The Broken Arrow Loan & Investment Company
 of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three Hundred and Fifty and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part its successors all heirs and assigns, the following described

REAL ESTATE, situated in Wagoner County, and State of Oklahoma, to-wit:

The south-east quarter of the north-west quarter of Section thirty-one (31) Township nineteen (19); north Range fifteen east containing forty acres more or less, subject to first mortgage for the sum of \$2000 in favor of W.H. Forth of Highland, Kansas
 TO HAVE AND TO HOLD THE SAME, unto the said party of the second part its successors 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 Bettie Roberts and George Roberts her husband have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

One note for the sum of \$35.00 dated March 21-1908, payable to the order of the Broken Arrow Loan & Investment Company due January 1, 1909 and signed by Bettie Roberts and George Roberts

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

Bettie Roberts
George Roberts

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, F.B. Righter a notary Public
 in and for said County and State on this 21st day of March 1908, personally appeared Bettie Roberts and George Roberts and her husband and to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they had executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires March 5-1910

F.B. Righter

Notary Public

This instrument was filed for Record on the 23 day of March A. D. 1908, at 8¹⁰ o'clock A. M., and duly recorded the 23 day of March 1908

By _____ Deputy.

(Seal)

H. S. Wacker
 Register of Deeds.