

This Indenture, Made this 21st day of March A. D. 1908, between
George Barnard, and wife, Annie Barnard
 of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and
W. W. Walton
 of Broken Arrow, Tulsa 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
Two hundred and twenty five and no/100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part 2d of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Broken Arrow, Tulsa County, and State of Oklahoma, to-wit:
Lot 19, & 20 in Block nineteen in the north side addition
to the incorporated town of Broken Arrow.

TO HAVE AND TO HOLD THE SAME, unto the said part 2d 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 George Barnard
and Annie Barnard, husband and wife had this day executed and delivered one certain
 promissory note in writing to said part 2d of the second part, described as follows: Broken Arrow, Okla.

March 21st, 1908
One year after date we or either of us promise to pay to the
order of W. W. Walton, the sum of two hundred and twenty-five
dollars with interest at the rate of ten per cent per annum
payable at the First State Bank.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2d 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 2d 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 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 part 1st of the first part have hereunto set their hands the day and year first above written.

Geo. Barnard.
Mrs Annie Barnard.

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, W. P. Fraker a Notary Public
 in and for said County and State on this 21st day of March 1908, personally appeared George
Barnard and Annie Barnard, his wife to me known to be the identical persons
 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 April 9th 1909 (Seal)

W. P. Fraker.

This instrument was filed for Record on the 1 day of June A. D. 1908, at 2 o'clock P. M.,
 and duly recorded the 1 day of June 1908

By (Seal) Deputy.

M. C. Mackley.
 Register of Deeds.