

This Indenture, Made this 2<sup>nd</sup> day of June A. D. 1908, between

John A. Chase and Dora Chase, his wife  
of Delaware County, in the State of Oklahoma, of the first part, and  
E. O. Arnett  
of Delaware County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part<sup>ies</sup> of the first part, in consideration of the sum of  
Eight Hundred and Twenty five and 00/100 Dollars, the receipt of which is hereby acknowledged,  
do by these presents Grant, Bargain, Sell and Convey unto said part<sup>ies</sup> of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Delaware County, and State of Oklahoma, to-wit: the southeast 1/4 of section 21 township 20 N. range 13 E. and on the north line of said 1/4 acre there is east along said north line 1170 feet to the N. E. corner of said 1/4 acre thence south along the east line of said 1/4 acre 660 feet to the S. E. corner of said 1/4 acre thence west along the north line of said 1/4 acre 1170 feet thence north in a line parallel with the east line of said 1/4 acre 660 feet to the place of beginning. all in section 21 - T. 20 N. R. 13 E. and the south 1/2 of south west quarter of section 21 - T. 20 N. R. 13 E. and the northwest 1/4 of north west quarter of south west quarter of section 21 - T. 20 N. R. 13 E.

TO HAVE AND TO HOLD THE SAME, unto the said part<sup>ies</sup> 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 John A. Chase and Dora Chase have this day executed and delivered their certain promissory note in writing to said part<sup>ies</sup> of the second part, described as follows:

June 2<sup>nd</sup> 1908. One year after date I  
promise to pay to E. O. Arnett or order the sum of  
\$825.00 with interest from date at the rate of 8% per  
cent per annum until paid.

John A. Chase  
Dora Chase.

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

John A. Chase  
Dora Chase

STATE OF OKLAHOMA, } ss.

Delaware County. Before me, Sophia Magnusson Notary Public  
in and for said County and State on this 2<sup>nd</sup> day of June 1908, personally appeared John A. Chase  
and Dora Chase 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 their free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires May 13 1911.

(Seal)

Sophia Magnusson

This instrument was filed for Record on the 2 day of June A. D. 1908, at 2:40 o'clock P. M.,  
and duly recorded the 2 day of June 1908.

By H. J. Walker Deputy.

(Seal)

Register of Deeds.