

This Indenture, Made this 4th day of June A. D. 1908, between

Theodore Earheart and Belle Earheart
of Tulsa County, in the State of Oklahoma, of the first part, and

Flarence M. Ballou
of 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 no. 00 Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, all the following described
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot one, and two in block twelve (12) 1/2 acre addition
to the town of Broken Arrow.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 Theodore Earheart
and Belle Earheart have this day executed and delivered one certain
promissory note in writing to said party of the second part, described as follows: Broken Arrow Okla. June 4th 1908.

On or before one year after date without demand,
notice or protest given, or either of us or principle, promise
to pay to the order of Flarence M. Ballou, the sum of three
hundred and no. 00
for value received, negotiable and payable, and with
interest from date at the rate of 10 per cent per annum
until paid. Payable at the first State Bank of Broken Arrow
Okla.

Now, if said parties of the first part shall pay or cause to be paid to said party 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 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 hand the day and year first above written.

Theodore Earheart
Belle Earheart

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, A. L. Lawler a Notary Public
in and for said County and State on this 4 day of June 1908, personally appeared Theodore
Earheart and Belle Earheart 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 March 28 1912.

A. L. Lawler
Notary Public

This instrument was filed for Record on the 5 day of June A. D. 1908, at 3:30 o'clock P. M.,
and duly recorded the 5 day of June 1908

By (Seal) Deputy.

H. C. Wadley
Register of Deeds.