

This Indenture, Made this 13th day of July A. D. 1905, between
Union Flannigan and Lucca C. Flannigan, his wife
 of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and
Lydia Whitenack
 of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part y of the first part, in consideration of the sum of
six hundred and no/100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part her heirs and assigns, the following described
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:
Lot three (3) four (4) five (5) six (6) seven (7), eight (8) and
nine (9) in block thirteen (13) in the incorporated town of
Broken Arrow

TO HAVE AND TO HOLD THE SAME, unto the said part y of the second part her 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 Union Flannigan
and Lucca C. Flannigan, his wife this day executed and delivered one certain
 promissory note in writing to said part y of the second part, described as follows:

Dated July 13, 1905 Amount six hundred dollars due
negotiable and payable July 13 1909 at the First National
Bank of Broken Arrow, Oklahoma, with interest from
date at rate of 10 per cent per annum until paid. If the
interest be not paid annually it shall become a part
of the principal and bear the same rate of interest.

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

Union Flannigan
Lucca C. Flannigan

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, F. S. Hurd Notary Public
 in and for said County and State on this 13th day of July 1905, personally appeared
Union Flannigan and Lucca C. Flannigan, his wife 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 Jan 21 1911 (Seal)

F. S. Hurd

This instrument was filed for Record on the 16 day of July A. D. 1905, at 9 o'clock AM,
 and duly recorded the 19 day of July 1905
 By H. B. Hall Deputy. (Seal) Register of Deeds.