

This Indenture, Made this 29th day of January A. D. 1928, between James M. Barnard and Lizzie Barnard his wife of Wagoner County, in the State of Oklahoma, of the first part, and E. S. Chamberlin of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of Five hundred \$ Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots nine, ten and eleven in Block number five in the town of Broken Arrow Oklahoma.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$500.00 and issued Receipt No. 2670 therefor in payment of mortgage tax on the within mortgage.

Dated this 3 day of April 1928
John S. Mayers
Ch. C. H. McKinnis Deputy Treasurer.

TO HAVE AND TO HOLD THE SAME, unto the said part of 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 James M. Barnard and Lizzie Barnard have this day executed and delivered and certain promissory note in writing to said part of of the second part, described as follows: Broken Arrow Okla.

#500.00

January 29 1928
Broken Arrow Okla. January 29 1928
 One two years after date without demand, notice or protest, we, the undersigned, as principals, promise to pay to the order of E. S. Chamberlin Five hundred \$ dollars for value received, negotiable and payable, and with interest from date at the rate of 9 per cent per annum until paid. Payable at the First National Bank of Broken Arrow, Ind. Ten. If the interest be not paid annually it shall become a part of the principal and bear the same rate of interest. The maker, undersigned, and endorser, notice, demand, notice and protest and agree to pay the time of payment be extended without our consent from time to time until paid. In case the note is placed in the hands of an attorney for collection we agree to pay \$500 additional as attorney's fee.

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

James M. Barnard
Lizzie Barnard

STATE OF OKLAHOMA.

Tulsa COUNTY. } ss. Before me, F. S. Hurd a Notary Public
 in and for said County and State on this 29th day of January 1928, personally appeared James M. Barnard and Lizzie Barnard 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 January 24 1911 (Seal)

F. S. Hurd
 Notary Public

This instrument was filed for Record on the 31 day of Jan. A. D. 1928, at 8 o'clock A. M., and duly recorded the 31 day of Jan. 1928

By (Seal) Deputy.

H. C. W. Walker
 Register of Deeds.