

COMPARED

To

This Indenture, Made this 10th day of August A. D. 1908, betweenof Monica Miller and H.C. Miller her husband  
Tulsa County, in the State of Oklahoma, of the first part, andof John O. Mitchell and L.W. Lindsey  
Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part one of the first part, in consideration of the sum of Thirteen hundred Twenty five (\$1325.00) and no Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part one of the second part their heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:  
all lot two (2) in block no. two (2) first Highlands addition to the City of Tulsa, Oklahoma, as shown by the recorded plat thereof; Subject however to a contract or note in Record of Deeds Office in Tulsa County between Monica Miller and J.C. Siddings for \$300.00 or the unpaid part thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part one of the second part their 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

Monica Miller and H.C. Miller have this day executed and delivered their certain promissory note in writing to said part one of the second part, described as follows: Tulsa, Okla August 10th, 1908. #1325.00

On or before two years after date we promise to pay to the order of John O. Mitchell and L.W. Lindsey, Thirteen hundred and twenty five (\$1325.00) For value received Negotiable and payable without defalcation or discount and with interest from date at the rate of 8 per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest.

Signed Monica Miller.  
H.C. Miller.

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

H.C. Miller  
Monica Miller

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, W.D. Abbott a Notary Public

in and for said County and State on this 11th day of August 1908, personally appeared Monica Miller and H.C. Miller her husband 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 Dec 15 1908 (Seal) W.D. Abbott  
Notary Public

This instrument was filed for Record on the 22 day of Aug A. D. 1908, at 1 o'clock P. M., and duly recorded the 22 day of Aug 1908 By H.C. Walley Deputy. (Seal) Register of Deeds.