

This Indenture, Made this 8th day of September A. D. 1908, between

R. M. Brenton and Sarah B. Brenton, his wife  
of Tulsa County, in the State of Oklahoma, of the first part, and

Hale Reynolds Howe and Sup. Co.  
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 Four hundred <sup>(\$400.00)</sup> Dollars, the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said part of of the second part its successors heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot eleven and twelve (11 and 12) in Block two (2) in addition to the City of Tulsa Tulsa County Ok. subject to one mortgage for four hundred (\$400.00) dollars, payable to Stinging Investment Co. One mortgage for two hundred and twenty five (\$225.00) dollars payable to the Minnetonka Lumber Co.

TO HAVE AND TO HOLD THE SAME, unto the said part of of the second part its successors 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 R. M. Brenton and Sarah B. Brenton has this day executed and delivered their certain promissory note in in writing to said part of of the second part, described as follows:

One note payable three years after date for one hundred (\$100.00) dollars. One note payable four years after date for one hundred (\$100.00) dollars. One note payable five years after date for two hundred (\$200.00) dollars. All the above notes to bear interest at the rate of 8% per annum from date and payable annually. All the above notes payable to Hale Reynolds Howe and Sup. Co. of Tulsa Okla.

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part its successors heirs or assigns, said sum of money in the above described note as 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 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 of of the first part has hereunto set their hands the day and year first above written.

R. M. Brenton  
Sarah B. Brenton

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.

Before me, John L. Reardon a Notary Public

in and for said County and State on this 8th day of September 1908, personally appeared

R. M. Brenton and Sarah B. Brenton 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 13 1910 (Seal)

John L. Reardon  
Notary Public

This instrument was filed for Record on the 8 day of Sep A. D. 1908, at 2 o'clock P. M., and duly recorded the 8 day of 19

By (Seal) Deputy.

(Seal)

H. C. Walkley  
Register of Deeds.