

John Rose Keithly et al TO *C. C. Richards*
 This Indenture, Made this *31st* day of *January* A. D. 19*08*, between *John Rose Keithly and Ada May Keithly*
 of *Tulsa* County, in the State of *Oklahoma*, of the first part, and
C. C. Richards
 of *Saline* County, in the State of *Oklahoma*, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of *Two hundred, fifty and no/100* Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part *his* heirs and assigns, the following described REAL ESTATE, situated in *Tulsa* County, and State of *Oklahoma*, to-wit:

Lot number twenty-two, twenty-three and twenty-four, in Block number twenty, in the town of Broken Arrow

TO HAVE AND TO HOLD THE SAME, unto the said part 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 *John Rose Keithly and Ada May Keithly* have this day executed and delivered *their* certain promissory note in writing to said part of the second part, described as follows:

One note in the sum of one hundred dollars, due and payable one year after date, one note in the sum of one hundred dollars, due and payable two years after date and one note in the sum of fifty dollars due and payable three years after date, all payable to the order of said C. C. Richards and all to bear interest from date (and of even date herewith) until paid, at the rate of six per cent per annum, without to be compounded annually if not paid when due. Privilege reserved to pay all or any part of said notes at any time before maturity. All said notes are given for part of the purchase money of a here described lot.

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

John Rose Keithly
Ada May Keithly

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, *F. S. Hurd* Notary Public
 in and for said County and State on this *12th* day of *February* 19*08*, personally appeared

John Rose Keithly and *Ada May Keithly* 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 *June 21* 19*11* (Seal) *F. S. Hurd*
Notary Public

This instrument was filed for Record on the *12* day of *Feb* A. D. 19*08*, at *8* o'clock *a*. M., and duly recorded the *19* day of *Feb* 19*08*

By *(Seal)* Deputy, *H. C. Hurd* Register of Deeds.