

This Indenture, Made this 15 day of February, A. D. 1908, between Joe Godfrey and Dolcie Godfrey, husband and wife of Broken Arrow, Tulsa County, in the State of Oklahoma, of the first part, and J. P. Piller

of Broken Arrow, Tulsa County, in the State of Oklahoma, of the second part:

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

Lots five and six (5 + 6) in Block Three (3) in the town of Broken Arrow, according to the plat.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 Joe Godfrey and Dolcie Godfrey, husband and wife have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Broken Arrow, Okla. Feb. 15th 1908.
One year after date we or either promise to pay the order of
J. P. Piller or his assigns the sum of one hundred with interest
at the rate of ten percent per annum.

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

Joe Godfrey
Mrs. Dolcie Godfrey

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.

Before me, W. P. Prater

Notary Public

in and for said County and State on this 15th day of February, 1908, personally appeared Joe Godfrey and Dolcie Godfrey, husband and wife and 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 April 9th 1908

W. P. Prater

(Notarial Seal)

This instrument was filed for Record on the 17 day of Feb., A. D. 1908, at 8:30 o'clock P. M., and duly recorded the 19 day of Feb., 1908.

By H. C. Walkey Deputy.

Register of Deeds.

(Seal)