

This Indenture, Made this 17th day of February A. D. 1908, between Albert P. Miller & Nettie D. Miller
of Pulaski County, in the State of Oklahoma, of the first part, and C. D. Coggeshall

of Kansas City, Gas & Coke County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Six hundred Dollars, the receipt of which is hereby acknowledged, do by 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 Pulaski County, and State of Oklahoma, to-wit:

Lot Eight (8), Block One (1), Bliss Addition to Tulsa, Oklahoma

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 Albert P. Miller & Nettie D. Miller have this day executed and delivered their certain promissory notes in writing to said party of the second part, described as follows:

One principal note of Six hundred dollars (\$600.00) due February 17th 1909 and two interest notes of twenty four dollars (\$24.00) each, one due August 17th 1908 and one due February 17th 1909.

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.

Albert P. Miller
Nettie D. Miller

STATE OF OKLAHOMA, } ss.

Pulaski COUNTY.

Before me, C. D. Coggeshall Notary Public in and for said County and State on this 17th day of February 1908, personally appeared Albert P. Miller and Nettie D. Miller to me known to be the identical person s 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 May 14th 1909

(Notarial Seal)

C. D. Coggeshall
Notary Public

This instrument was filed for Record on the 17 day of Feb A. D. 1908, at 2¹⁵ o'clock P. M., and duly recorded the 17 day of Feb 1908

By H. C. Walsten Deputy.

(Seal)

Register of Deeds.