

This Indenture, Made this 10th day of October A. D. 1908, between Jonathan Carr and Rosa E. Carr, his wife, of Skiatook, Okla.  
of Chulsa County, in the State of Oklahoma, of the first part, and

Cornelius Carr  
of Montgomery County, in the State of Kansas, of the second part:

WITNESSETH, That said part y of the first part, in consideration of the sum of Four Hundred \$ and 100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part y of the second part his heirs and assigns, the following described REAL ESTATE, situated in Chulsa County, and State of Oklahoma, to-wit:

Lots 7, 8, 9, 10, 11, 12, 13, 14 in Block 33 in the town of Skiatook Okla. according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part y 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 parties of the first part ha re this day executed and delivered one certain promissory note in writing to said part y of the second part, described as follows:

Date 10/10th. 1908. Due (3) Three years from date amounting to \$400.00 with interest at the rate of 8% from date.

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

Jonathan Carr  
Rosa E. Carr

STATE OF OKLAHOMA, } ss.

Chulsa COUNTY. Before me, George M. Janeway, Notary Public  
in and for said County and State on this 10th day of October 1908, personally appeared Jonathan Carr  
and Rosa E. Carr, his 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 Oct. 12th 1910.

(seal)

George M. Janeway  
Notary Public

This instrument was filed for Record on the 10 day of Oct. A. D. 1908, at 4 o'clock P. M.,  
and duly recorded the 10 day of Oct. 1908.

By HC Walker Deputy.

(seal)

Register of Deeds.