

This Indenture, Made this 12th day of February A. D. 1908, between J. Mell Pennington and Eva M. Pennington, husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and J. H. Buttrick

of 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 Four Hundred (\$400.00) and no Dollars, the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said parties 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 seven and eight (7+8) Block fourteen (14) Pearl Addition to Broken Arrow.

TO HAVE AND TO HOLD THE SAME, unto the said parties 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 J. Mell Pennington and Eva M. Pennington, husband and wife ha ve this day executed and delivered one certain promissory note a writing to said parties of the second part, described as follows:

Broken Arrow Okla. Feb. 12th. 1908.  
Twelve months after date or either one promise to pay to  
J. H. Buttrick four hundred dollars with interest at eight  
per cent per annum from date until paid.

Now, if said parties of the first part shall pay or cause to be paid to said parties 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 parties 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 ha ve hereunto set their hands the day and year first above written.

J. Mell Pennington  
Eva M. Pennington

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, W. P. Fraker a Notary Public in and for said County and State on this 12th day of February 1908, personally appeared J. Mell Pennington and Eva M. Pennington, husband and wife 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

(Notarial Seal)

W. P. Fraker

This instrument was filed for Record on the 17 day of Feb. A. D. 1908, at 8:00 o'clock P. M., and duly recorded the 19 day of Feb. 1908

By H. C. Walkey Deputy.

(Seal)

Register of Deeds.