

This Indenture, Made this 25th day of November, A. D. 1908, between

Mrs. Ella Miller and J. F. Miller, her husband

of Tulsa County, in the State of Oklahoma, of the first part, and

H. Patton, Guardian for Margaret and Douglas Pittman

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

Five hundred (\$500.00) and no part of 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 Tulsa County, and State of Oklahoma, to-wit:

Lot five (5) Block one hundred twenty four (124) City of Tulsa Oklahoma according to the official survey and recorded plat thereof

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 Mrs. Ella Miller and J. F. Miller her husband have this day executed and delivered one certain promissory note in writing to said parties of the second part, described as follows:

Six months after Nov. 25th, 1908 we promise to pay to A. Patton Guardian for Margaret and Douglas Pittman \$500.00 with interest at six per cent per annum from date.

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 have hereunto set their hands the day and year first above written.

Mrs. Ella Miller
J. F. Miller

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, John P. Ramsey a Notary Public in and for said County and State on this 26th day of November, 1908, personally appeared

Ella Miller and J. F. Miller, her husband to me known to be the identical person 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 Nov 25th 1910

John P. Ramsey
Notary Public, Tulsa, Okla.

This instrument was filed for Record on the 25 day of Nov, A. D. 1908, at 1:40 o'clock P. M., and duly recorded the 25 day of Nov, 1908.

By Al. W. Waddy Deputy.

Al. W. Waddy
Register of Deeds.