

This Indenture, Made this 24th day of February A. D. 1908, between J.B. Parkinson  
and Emma B. Parkinson husband and wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
W.H. Smith  
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of  
Two hundred Dollars, the receipt of which is hereby acknowledged,  
 do hereby these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described  
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Undivided one half interest in Lots 21, 22, 23, 24, 25, 26,  
27, 28, 29, 30, 31, 32 Block three (3) Lots 1, 2, 3, 4, 23, 24, 33, 34, 35, 36,  
Block fourth in Homestead addition in the City of  
Broken Arrow, Tulsa County and State of Oklahoma

TO HAVE AND TO HOLD THE SAME, unto the said part 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.B. Parkinson  
and Emma B. Parkinson have this day executed and delivered our certain  
 promissory note in writing to said part of the second part, described as follows: Dated Feb 24th 1908 and due  
January 1st 1909 for the sum of two hundred  
dollars bearing interest at the rate of two per  
cent per annum.

Now, if said part of the first part shall pay or cause to be paid to said part 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 of the second part shall be entitled to the possession of said premises. And the  
 said part 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 part of the first part has hereunto set his hand the day and year first above written.

J.B. Parkinson  
Emma B. Parkinson

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.

Before me, W.H. Fisher a Notary Public  
 in and for said County and State on this 24 day of Feb 1908, personally appeared  
J.B. Parkinson and Emma B. Parkinson 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 9 1908

(Seal)

W.H. Fisher

This instrument was filed for Record on the 24 day of Feb A. D. 1908, at 8<sup>30</sup> o'clock AM,  
 and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

By \_\_\_\_\_ Deputy.

(Seal)

H.C. Whalley

Register of Deeds.