

This Indenture, Made this 15th day of December A. D. 1908, between
Harvey E. Carter and Leo Carter his wife
of Pulaski County, in the State of Oklahoma, of the first part, and

C. E. Hubbs
of Pulaski County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Four hundred fifty (\$450.00) Dollars, the receipt of which is hereby acknowledged,
do by 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 Pulaski County, and State of Oklahoma, to-wit:

Lot number three (3) in Block number Sixteen (16) in Town Addition to the town of Broken Arrow.

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 Harvey E. Carter and Leo Carter have this day executed and delivered this certain promissory note in writing to said part of the second part, described as follows:

One note for the sum of One hundred dollars, dated December 15th 1908, without interest payable January 1st, 1910, and one note for three hundred fifty dollars same date without interest due and payable January 1st 1912 both notes payable at Broken Arrow and draw interest at 8% after maturity (Part purchase money)

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

Harvey E. Carter
Leo Carter

STATE OF OKLAHOMA, } ss.

Pulaski COUNTY, } Before me, H. S. Bailey a Notary Public
in and for said County and State on this 0 day of 2 1908, personally appeared
Harvey E. Carter and Leo Carter his wife 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 June 3rd 1912

Seal

H. S. Bailey
Notary Public

This instrument was filed for Record on the 28 day of Dec A. D. 1908, at 8 o'clock A. M.,
and duly recorded the 28 day of Dec 1908

By Geo Deputy.

Geo H. B. Mackley
Register of Deeds.