

This Indenture, Made this 11 day of March A. D. 1908, between

E. E. Cooper  
of Tulsa County, in the State of Oklahoma, of the first part, and  
D. S. Hard  
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of Four hundred ninety eight and 25/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Lot Six, Seven, eight, nine and ten (6, 7, 8, 9, 10) in Block Sixteen (16). Lots seventeen, eighteen, nineteen and twenty (17, 18, 19, 20) in the incorporated town of Broken Arrow Okla.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 E. E. Cooper has this day executed and delivered 2 certain promissory notes in writing to said party of the second part, described as follows:

One note for four hundred dollars, payable on demand with eight per cent interest from date.

One note for ninety eight and 25/100 dollars dated March 11, 1908, payable November 11, after date with interest from date at the rate of eight per cent per annum.

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

Witness to mark  
E. V. Craig  
H. C. Castillo

E. E. Cooper  
Annie X Cooper  
mark

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, J. J. Holt Notary Public  
in and for said County and State on this 11th day of March 1908, personally appeared E. E. Cooper  
and Annie Cooper 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 May 22 1911

(Seal)

J. J. Holt  
Notary Public

This instrument was filed for Record on the 14 day of Mar A. D. 1908, at 8 o'clock P. M., and duly recorded the 19 day of Mar 1908

By H. C. Walkley Deputy.

(Seal)

Register of Deeds.