

Witnesseth, that said parties of the first part, in consideration of the sum of two hundred sixty dollars, the receipt of which is hereby acknowledged do by these presents, grant, bargain sell and convey unto said party of the second part, its successors and assigns, the following described real estate in Tulsa county, state of Oklahoma, to-wit:

Lot 6 block 27, College addition to Broken Arrow.

To have and to hold the same, together with all the appurtenances thereunto belonging or in anywise appertaining forever: and warrant the title to the same.

Provided always, and these presents are upon the express condition that whereas, said parties of the first part have this day executed and delivered to said party of the second part, one certain promissory note dated Broken Arrow, Oklahoma, Feb 6, A. D. 1911 for \$260.00 due November 1, 1911. after date with 8% interest per annum from date until paid.

Now, if said parties of the first part shall pay or cause to be paid said party of the second part, its heirs or assigns, said sum or sums of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents 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, or 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 and said party 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 appraisement of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma. And the said parties of the first part agree to pay \$25.00 attorney's fees on foreclosure.

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

J. M. O'Bar

Lillie C. O'Bar

State of Oklahoma, county of Tulsa, ss.

Before me, a notary public in and for said county and state, on this 6th day of February, A. D. 1911, personally appeared J. M. O'Bar and Lillie C. O'Bar 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 their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and official seal, this 6th day of February, A.D. 1911.

(seal)

A. M. Laws, notary public.

My commission expires 2/23/1914.

Filed for record at Tulsa, Okla., Feb 13, 1911, at 6:00 A. M.

H. C. Wilkey, register of deeds. (seal)

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DIED AT BRUSSEL.

This indenture, made on the 3rd day of February, A. D. one thousand nine hundred and eleven by and between John Dice, formerly of Dallas Township, Dekalb county, Missouri party of the first part, and Robert E. Maupin, of Bettonsburg, Daviess county, Missouri, party of the second part: