

MORTGAGE.

COMPARED

STATE OF OKLAHOMA }
COUNTY OF TULSA. }

THIS INDENTURE made this third day of March, A. D. 1910, between William J. Pennington & Alice Pennington, (his wife) of Dawson, Tulsa, County, in the State of Oklahoma of the first part, and DICKASON GOODMAN LUMBER COMPANY, of Kansas City, Missouri, of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of One hundred forty three & 80/100 Dollars, the receipt of which is hereby acknowledged, does 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 Dawson, Tulsa County, State of Oklahoma, to-wit:

Lots Seven (7) and Eight (8) Block Twenty Seven (27) in Dawson, Okla.

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 Dawson, Oklahoma, Mar. 3rd, A. D. 1910, for \$143.80 due July, 1st 1910. after date, with eight % interest per annum from March 3rd 1910 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 does hereby expressly waive an appraisalment 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 agrees 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.

Wm. J. Pennington

Alice Pennington

STATE OF OKLAHOMA,)
COUNTY OF TULSA) SS.

Before me a Notary Public in and for said County and State, on this 15th day of March, A. D. 1910, personally appeared William J. Pennington and Alice Pennington (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.

GIVEN UNDER MY HAND AND official seal, this 15th day of March, A. D. 1910

Geo. G. Rhyne, Notary Public.

(Seal)