

Eliza McGuire & husband TO Jesse H. Hill

1668 - MORTGAGE OF REAL ESTATE

This Indenture, Made this 10th day of Feb. A. D. 1908, between Eliza McGuire, joined by her husband G. P. McGuire of Muskogee County, in the State of Oklahoma, of the first part, and Jesse H. Hill

of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Two hundred sixty seven + 20.00 (\$287.00) and no 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 Bixby Tulsa County, and State of Oklahoma, to-wit: all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 + 10 in Block 22 in the Midland Addition to the Town of Bixby Okla. according to the recorded survey plat of said addition.

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 Eliza McGuire and her husband G. P. McGuire have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: Copy of Note hereto attached.

\$267.00 Copy. Bixby, Okla. Feb. 10th 1908.
On Jan. 1st 1909 after date due, or either of us, as principals, jointly and severally, promise to pay to the order of Jesse H. Hill at the Bank of Bixby, Bixby Okla. Two hundred sixty seven + 20.00 Dollars, for value received with interest at 10 per cent per annum from date until paid. The makers and endorser of this note hereby severally waive presentment for payment, notice of non payment, protest and notice thereof and consent that the time of payment may be extended without notice and default in payment judgment may be taken for an additional \$15 and 10 percent of the amount of its payee's attorney's fee, and any attorney of record is hereby authorized to appear and collect judgment for the same in favor of the holder or for the amount due with cost, expenses and attorney's fees, hereby waiving all error and right of appeal all benefits under exemption laws affecting personality and all stay, fraudulent and appraisement laws of this State.

Now, if said parties 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 parties 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.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me

Jan 22 - 1913

STATE OF OKLAHOMA

County.

ss.

Before me,

Chas. M. Sherrill

Notary Public

in and for said County and State on this 10th day of February 1908, personally appeared Eliza McGuire and G. P. McGuire her husband 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 Oct 1st 1910

Chas. M. Sherrill

Notary Public

(Notarial Seal)

This instrument was filed for Record on the 14 day of Feb. A. D. 1908, at 8:30 o'clock A. M., and duly recorded the 14 day of Feb. 1908

By H. C. Wackley Deputy.

(Seal)

Register of Deeds.