

The Cherokee Co;

To Wm L. Walden

117

1008 - MORTGAGE OF REAL ESTATE

This Indenture, Made this 17<sup>th</sup> day of February A. D. 1908, between The Cherokee Company a corporation of Tulsa of Tulsa County, in the State of Oklahoma, of the first part, and William L. Walden Guardian of Mary L. Walden et al., of Tulsa of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1<sup>st</sup> of the first part, in consideration of the sum of Two Thousand Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part 2<sup>nd</sup> of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: The south west quarter of the south east quarter and south one half of north west quarter of the southeast quarter and north west quarter of north west quarter of south east quarter of Section One (1) Township Twenty (20) North Range Twelve (12) East containing 70 acres more or less as the same may be

TO HAVE AND TO HOLD THE SAME, unto the said part 2<sup>nd</sup> 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 The Cherokee Company has this day executed and delivered one certain promissory note in writing to said part 2<sup>nd</sup> of the second part, described as follows:

Tulsa Oklahoma Feb 17<sup>th</sup> 1908  
Two years after date we promise to pay to William L. Walden Guardian of Mary L. Walden and others or his legal successor as guardian of said minor Two Thousand dollars for value received with interest at the rate of 6 per cent per annum from date due Feb 17<sup>th</sup> 1910.

Now, if said part 1<sup>st</sup> of the first part shall pay or cause to be paid to said part 2<sup>nd</sup> 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 2<sup>nd</sup> of the second part shall be entitled to the possession of said premises. And the said part 1<sup>st</sup> 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 part 1<sup>st</sup> of the first part has hereunto set its right hand the day and year first above written

(Corporate Seal)

The Cherokee Company  
J. R. Lewis President  
attest W. O. Dickerson Secy

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY. } Before me, Wm L. Querry a Notary Public  
in and for said County and State on this 17<sup>th</sup> day of Feb. 1908, personally appeared J. R. Lewis President and W. O. Dickerson Secy of the Cherokee Company 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 11-22-11-19  
(Notarial Seal)

Wm L. Querry  
Notary Public

This instrument was filed for Record on the Feb 24<sup>th</sup> day of Feb. A. D. 1908, at 8 o'clock A.M., and duly recorded the day of 1908.  
By Deputy. H. C. Walkey Register of Deeds.