

To

1608. MORTGAGE OF REAL ESTATE.

This Indenture, Made this 27th day of February, A. D. 1905, betweenof Frank Weston & wife
Tulsa County, in the State of Oklahoma, of the first part, andof Geo. Wallack
County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of of the first part, in consideration of the sum of Two hundred fifty and no Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part his heirs and assigns, the following described REAL ESTATE, situated in County of Tulsa County, and State of Oklahoma, to-wit:

All the north seventy-five feet of lot three in block thirty nine in the City of Tulsa Okla. according to the official survey and plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part of of the second part 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 the express condition, that whereas said Frank Weston & wife ha of this day executed and delivered certain promissory note in writing to said party of of the second part, described as follows: of which the following is a copy.

#258.00 Tulsa, Okla., Feb. 27th 1905
6 months 1905 after date, waiting grace, for value received I, we, or either of us, promise to pay to the order of Geo. Wallack, two hundred fifty dollars negotiable and payable without defalcation or discount, with interest at eight per cent, per annum from maturity until paid. The drawer, endorser, acceptor and guarantors severally waive presentment for payment, protest, and notice of protest, notice of non payment, and diligence in enforcing payment of this note and agree that the time of payment may be extended without notice to them or without their consent and without effecting their liability thereon.

Now, if said part of of the first part shall pay or cause to be paid to said part of of the second part 0 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 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, 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 then the whole of said sum or sums, and interest thereon, shall then become due and payable, and said part of the second part shall be entitled to the possession of said premises. And the said part of 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 us of the first part have hereunto set their hand and seals the day and year first above written.

Frank Weston
Louisa D. Weston

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, H. C. Carver a Notary Public in and for said County and State on this 25 day of February, 1905, personally appeared Frank Weston and Louisa Weston 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 Dec. 14, 1911. H. C. Carver
Notary Public

This instrument was filed for Record on the 25 day of Feb., A. D. 1905, at 10:45 o'clock AM, and duly recorded the 25 day of Feb., 1905.

By (Seal) H. C. Carver Deputy. Register of Deeds.