

William J. Neel + wife

To Mrs R. V. Barton

125

1009. MORTGAGE OF REAL ESTATE.

W. B. BARNES & CO., ST. LOUIS, MO.

State of Oklahoma, County of Tulsa

This Indenture, Made this 2 day of February A. D. 1908, between

William J. Neel and Mary Neel, his wife.

of Tulsa County, in the State of Oklahoma, of the first part, and

Mrs R. V. Barton

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

WITNESSETH, That said part of the first part, in consideration of the sum of

Seven hundred and fifty (\$750.) and 00/100 Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part of the second part her heirs and assigns, the following described

REAL ESTATE, situated in

Tulsa

County, and State of Oklahoma, to-wit:

That portion of lot 3 in block 6 City of Tulsa described as follows: Beginning at the north west corner of said lot 3 running thence a long the lot line of said lot 3 a distance of 13 feet, in a south westerly direction, thence in a North easterly direction a distance of 3 feet to a point on the line dividing the Creek and Cherokee Nations, thence along said dividing line to the place of beginning, the said portion of lot 3 is in block 20 in North Tulsa described as follows: Beginning at the south west corner of said lot 3 running thence a north westerly direction along the block line, said block a distance of 74.4 feet thence North easterly along the line dividing lot 7 and 8 in said block a distance of 100 feet to an alley, thence South easterly along said alley a distance of 88 feet, thence a North westerly direction, parallel to and 88 feet distant from the said line dividing said lot 7 and 8 to a point on the line dividing Creek + Cherokee Nations, thence West along said line to place of beginning.

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part her heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever; and warrant the title to the same

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said William J. Neel and

Mary Neel

has on this day executed and delivered one certain

promissory note in writing to said part of the second part, described as follows:

For Seven hundred and fifty and 00/100 dollars, due in one year from date, bearing interest at the rate of 10% per annum.

And the first party agrees to keep the buildings insured for \$700.00  
And the mortgagee agrees to pay \$50.00 attorneys fees on foreclosure

Now, if said part of the first part shall pay or cause to be paid to said part of the second part her 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 the 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 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 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 of the first part has hereunto set their hand and the day and year first above written.

William J. Neel  
Mary Neel

STATE OF OKLAHOMA, } ss.

Tulsa

COUNTY, }

Before me, W. D. Abbott

in and for said County and State on this 25th day of February A.D. 1908, personally appeared William J. Neel

and Mary Neel 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 25th day of February A.D. 1908.

My Commission expires December 18th A.D. 1908

W. D. Abbott

(Notarial Seal)

Notary Public

This instrument was filed for Record on the 26 day of Feb A.D. 1908, at 125 o'clock P.M., and duly recorded the day of 19

By Deputy.

(Seal)

H. C. Walkley

Register of Deeds.