

1608. MORTGAGE OF REAL ESTATE.

BY R. BARRETT &amp; CO., ST. LOUIS, MO.

This Indenture, Made this ninth day of March A. D. 1905, between Lewis B. Berry  
and Carrie A. Berry  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
R. B. Hume  
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1st of the first part, in consideration of the sum of  
Two hundred and 75/100 Dollars, the receipt of which is hereby acknowledged,  
 do by these presents Grant, Bargain, Sell and Convey unto said part 2nd of the second part his heirs and assigns, the following described  
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

all of Lot five (5) in Block one (1) in Harbor Addition to Tulsa  
Oklahoma, together with all of the improvements thereon at  
the present time, or that may hereafter be placed thereon.

TO HAVE AND TO HOLD THE SAME, unto the said part 2nd 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 Lewis B. Berry  
Carrie A. Berry have on this day executed and delivered 8 certain  
 promissory notes in writing to said part 2nd of the second part, described as follows:

Note for \$25.00 due June 9th 1908. Note for \$25.00 due Sept  
9th 1908. Note for \$25.00 due Dec 9th 1908. Note for \$25.00 due Mar  
9th 1909. Note for \$25.00 due June 9th 1909. Note for \$25.00 due Sept  
9th 1909. Note for \$25.00 due Dec 9th 1909. Note for \$25.00 due  
March 9th 1910.

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd 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 2nd of the second part shall be entitled to the possession of said premises. And the  
 said part 1st 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 1st of the first part have hereunto set their hand at the day and year first above written.

Lewis B. Berry  
Carrie A. Berry

## STATE OF OKLAHOMA.

Tulsa COUNTY. } ss. Before me, Victory Public  
 in and for said County and State on this 9th day of March 1905, personally appeared  
Lewis B. Berry and Carrie A. Berry 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 July 7th 1911 (Seal)

R. B. Hume

Victory Public

This instrument was filed for Record on the 10 day of Mar. A. D. 1905, at 10 o'clock P. M.,  
 and duly recorded the 10 day of Mar. 1905

By (Seal) Deputy.

R. B. Hume  
 Register of Deeds.