

Julia B. Shannon husband TO *John G. Boyd*

1908 - MORTGAGE OF REAL ESTATE

This Indenture, Made this 4th day of March A. D. 1908, between Julia B. Shannon and W. R. Shannon of Oklahoma County, in the State of Oklahoma, of the first part, and John G. Boyd of Oklahoma County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Three hundred and sixty and 00/100 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 Oklahoma County, and State of Oklahoma, to-wit:

Lots Eleven and Twelve (11 and 12) Block Ten (10) Bennett Addition to the City of Tulsa, Oklahoma.

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 Julia B. Shannon and W. R. Shannon have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

\$ 360.00 Oklahoma, Okla. 3/4/1908.
On or before one year after date, for value received, we or either of us promise to pay to the order of John G. Boyd, Three Hundred and Sixty (\$360.00) Dollars, at Tulsa, Okla. with interest at the rate of eight per cent per annum, payable annually from date until paid. The interest, if not paid when due, to become a principal and bear the same rate of interest, and in case this note is collected by an attorney or by legal proceedings, we agree to pay an additional sum of ten per cent on the amount of this note as attorney's fees.

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.

Julia B. Shannon
W. R. Shannon

STATE OF OKLAHOMA. } ss.

Oklahoma COUNTY. Before me, J. O. Miller a Notary Public in and for said County and State on this 5 day of March 1908, personally appeared Julia B. Shannon and W. R. Shannon 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 Nov. 26 1911

(Seal)

J. O. Miller

This instrument was filed for Record on the 7 day of Mar. A. D. 1908, at 10 o'clock A. M., and duly recorded the 7 day of Mar. 1908

By H. C. Malley Deputy.

(Seal)

Register of Deeds.