

1908—MORTGAGE OF REAL ESTATE.

To

This Indenture, Made this 23rd day of March A. D. 1908, between Frank Feyerherm & wife Mignon M. Feyerherm of Tulsa
 of Cedar Falls County, in the State of Oklahoma, of the first part, and W. H. Hamilton
 of Nova 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 Eight Hundred 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: North fifty (50) feet of south seventy-five (75) feet of lot two (2) Block one hundred & seventy-five (175), Tulsa, Okla.

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 Frank Feyerherm & Mignon M. Feyerherm have on this day executed and delivered this certain promissory note in writing to said part 2nd of the second part, described as follows:

One Principal note	\$80.00 due March 23rd 1910
Interest note	32.00 " Sept. 23rd 1908
"	32.00 " March 23rd 1909
"	32.00 " Sept. 23rd 1909
"	32.00 " March 23rd 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 hands the day and year first above written.

Frank Feyerherm
Mignon M. Feyerherm

STATE OF OKLAHOMA, }
Tulsa COUNTY, } ss.

Before me, C. D. Coggeshall a Notary Public
 in and for said County and State on this 23rd day of March 1908, personally appeared Frank Feyerherm and Mignon M. Feyerherm 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 May 14th 1911

C. D. Coggeshall

This instrument was filed for Record on the 24 day of March A. D. 1908, at 11 o'clock A. M., and duly recorded the 24 day of March 1908.

By (Seal) Deputy.

W. H. Hamilton
 Register of Deeds.