

To

1668-MORTGAGE-OF-REAL-ESTATE

This Indenture, Made this 23rd day of March A. D. 1905, between  
J. W. Stone, an unmarried man,  
of Okfuskee, McCurtain County, in the State of Oklahoma, of the first part, and  
W. H. Marshall  
of Rockwell, Lincoln 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 twenty three hundred and forty three (2343.00) Dollars, the receipt of which is hereby acknowledged, do sell 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:  
The south half (1/2) of the northeast quarter (1/4) of section twenty five (25), in township seventeen (17) north and range twelve (12) east, of the Indian Base and meridian, containing eighty (80) acres, more or less, according to United States Survey.

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 J. W. Stone has this day executed and delivered his certain promissory note in writing to said part 1st of the second part, described as follows:

one certain promissory note for the sum of twenty three hundred and forty three dollars (\$2343.00) signed by the said J. W. Stone, in favor of the said W. H. Marshall, due and payable one year after date hereof, to the order of said W. H. Marshall with interest at the rate of eight per centum per annum, said note being of even date herewith

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 1st 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 appraisalment 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 has hereunto set his hand the day and year first above written.

Signed in the presence of:

J. C. Bahusen

J. W. Stone

STATE OF OKLAHOMA. } ss.

McCurtain COUNTY. } Before me, J. C. Bahusen a Notary Public  
in and for said County and State on this 23rd day of March 1905, personally appeared J. W. Stone  
an unmarried man and W. H. Marshall to me known to be the identical person  
who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission expires January 31, 1912

J. C. Bahusen  
Notary Public

This instrument was filed for Record on the 27 day of Mar A. D. 1905, at 5 o'clock PM,  
and duly recorded the 27 day of Mar 1905

By (Seal) Deputy.

W. H. Marshall

Register of Deeds.