

1608. MORTGAGE OF REAL ESTATE.

State of Oklahoma,
County of Tulsa

Real Estate mortgage.

This Indenture,

Made this 28th day of March

A. D. 1908, between

E. C. Dickinson

of Tulsa

County, in the State of Oklahoma, of the first part, and The Cherokee Company

and W. S. Hall

of Tulsa

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

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

Four hundred twenty five and no/100

Dollars, the receipt of which is hereby acknowledged,

does by these presents Grant, Bargain, Sell and Convey unto said parties of the second part their heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: all of Block two (2)

in Cherokee Heights second addition to Tulsa, Oklahoma, according to Plat filed for record in the Office of the County Recorder of Tulsa County, in the State of Oklahoma, the same being a part of the south one half of the southwest quarter of the southwest quarter of Section thirty-two (32) Township, twenty (20) North, Range, thirteen (13) East.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said E. C. Dickinson

has this day executed and delivered two certain

promissory notes in writing to said parties of the second part, for Two hundred twelve + 50 Dollars each dated March 28th, 1908, and mature, September 28th, 1908, and March 28th, 1909, and bearing interest from date at the rate of eight per centum per annum until paid.

and the first party agrees to keep the buildings insured for \$ -
And the mortgagor agrees to pay \$ 50.00 attorney's fees on foreclosure.

Now, if said party of the first part shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described notes 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, then the whole of said sum or sums, and interest thereon, shall become due and payable, and said parties 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 party of the first part has hereunto set his hand the day and year first above written.

E. C. Dickinson

STATE OF OKLAHOMA, }
County of Tulsa } ss.

Before me, Wm Querry

Notary Public

in and for said County and State on this 28 day of March A.D. 1908, personally appeared E. C. Dickinson

and 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. Witness my hand and of official seal, this 28th day of March A.D. 1908.

My Commission expires 11/22 A.D. 1911

(Seal)

Wm Querry

Notary Public

This instrument was filed for Record on the 30 day of Mar A.D. 1908, at 10:20 o'clock A.M., and duly recorded the day of 19

By Deputy.

(Seal)

H. C. Walker

Register of Deeds.