

Rachel C. Brady & Hhd TO P. E. Coyne

165

1688 - MORTGAGE OF REAL ESTATE

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This Indenture, Made this 4th day of April A. D. 1908, between Rachel C. Brady and W. I. Brady, wife and husband of Tulsa County, in the State of Oklahoma, of the first part, and P. E. Coyne

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

WITNESSETH, That said parties of the first part, in consideration of the sum of One Thousand Five Hundred (\$1500.00) Dollars, the receipt of which is hereby acknowledged,

do 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 that part of Lot numbered Eighteen Block numbered Sixty in Tulsa Oklahoma which lies north, along drawn one hundred feet north of the south line of said Lot Eight and parallel with said south line it being the intention hereby to convey a Rectangular tract of ground 47' x 90' having a frontage of 47' on Archer Street.

TO HAVE AND TO HOLD THE SAME, unto the said parties 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.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Rachel C. Brady and W. I. Brady have this day executed and delivered their certain promissory note in writing to said parties of the second part, described as follows:

Tulsa, Oklahoma, April 4th, 1908.
One year after date we promise to pay to the order of P. E. Coyne, fifteen hundred dollars, (\$1500.00) at Tulsa, Oklahoma with interest at the rate of six per centum per annum from date. Value Received.
Rachel C. Brady.
W. I. Brady.

Now, if said parties 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 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 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 parties of the first part have hereunto set their hand and the day and year first above written.

Witnesses:
Anna G. Brady.
H. H. Brady.

Rachel C. Brady.
W. I. Brady.

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, Frank M. Roddy, Notary Public, in and for said County and State on this 4th day of April 1908, personally appeared Rachel C. Brady and W. I. Brady, wife and husband 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 4-11 1909.
(Seal)

Frank M. Roddy

This instrument was filed for Record on the 6 day of April A. D. 1908, at 9 o'clock P. M., and duly recorded the day of 1908.
By H. C. Walker, Deputy. Register of Deeds.
(Seal)