

To

1908 MORTGAGE OF REAL ESTATE.

GEO. B. BIRNBAUM &amp; CO., ST. LOUIS, MO.

This Indenture, Made this 13th day of April, A. D. 1908, between Alice Tuttle  
and Frank Tuttle, her husband, and John Madison & Edith Madison  
his wife County, in the State of Oklahoma, of the first part, and

J. A. Pilkington  
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of four hundred & fifty Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number eight (8) in Block number eleven (11)  
in ("Owen Addition") to the City of Tulsa, as shown  
by the recorder plat thereof

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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 grantee has this day executed and delivered me certain promissory note in writing to said part 2 of the second part, described as follows:

One note made to J. A. Pilkington, signed by said  
Alice Tuttle and Frank Tuttle, due one year from  
date hereof, in the sum of four hundred & fifty  
dollars, with interest from date thereof at the rate  
of 10 per cent per annum, payable quarterly, said  
note of even date herewith.

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set their hands the day and year first above written.

Robert Bradley  
Rachel Edwards

Alice Tuttle  
Frank Tuttle  
John Madison  
Edith Madison

STATE OF OKLAHOMA, }  
Tulsa COUNTY. } ss.

Before me, Edward E. Barrick, a Notary Public in and for said County and State on this 13th day of April, 1908, personally appeared Alice Tuttle  
and Frank Tuttle, John Madison & Edith Madison, 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 April 4th 1912 (Seal)

Edward E. Barrick  
Notary Public

This instrument was filed for Record on the 14 day of April, A. D. 1908, at 10 o'clock A. M., and duly recorded the 14 day of April, 1908

By H. C. Walley Deputy.

(Seal)

Register of Deeds.