

Henry C. Brockman

TO William M. Chewel

177

1908 MORTGAGE OF REAL ESTATE

W. B. BARNES & CO., ST. LOUIS, MO.

This Indenture, Made this 13th day of April A. D. 1908, between  
Henry C. Brockman, a single man  
of Adair County, in the State of Oklahoma, of the first part, and  
William M. Chewel  
of Adair 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  
Fifteen hundred and sixty Dollars, the receipt of which is hereby acknowledged,  
do hereby 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 Adair County, and State of Oklahoma, to-wit: The west twenty five  
(25) feet, of the East ninety (90) feet, of Lot one (1) and the west twenty five (25)  
feet of the East ninety (90) feet, of the north ten (10) feet of Lot two (2),  
Block one hundred and nineteen (119), according to the Government  
survey, and Plat of the aforesaid town, Dollars.

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 Henry C. Brockman  
has 5 this day executed and delivered a certain  
promissory note in writing to said part 2 of the second part, described as follows:

One note for fifteen hundred and sixty dollars (\$1560)  
dated April 13th, 1908, due one year after date, given on even  
date here of, to William M. Chewel or order, said note to bear  
interest from date at the rate of eight per cent per annum,  
and if the interest be not paid annually to be come as  
Principal and bear the same rate of interest, signed  
Henry C. Brockman  
Said note given as full purchase price of said property.

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 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 1 of the first part has hereunto set his hand the day and year first above written.

Henry C. Brockman

STATE OF OKLAHOMA, }  
Adair COUNTY, } ss.

Before me, W. G. Brockman, Notary Public  
in and for said County and State on this 13th day of April 1908, personally appeared Henry C. Brock-  
man and a single man 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 May 14th 1911  
(Seal)

W. G. Brockman

This instrument was filed for Record on the 13 day of Apr A. D. 1908, at 10 o'clock A. M.,  
and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
By \_\_\_\_\_ Deputy. (Seal) J. C. Whelan Register of Deeds.