

198

1008 - MORTGAGE OF REAL ESTATE

J. H. Konings et al. To C. W. Smith

OFF. R. B. BARNARD CO., STAGOR, S.

This Indenture, Made this 27th day of April, A. D. 1908, between

J. H. Konings
of Tulsa County, in the State of Oklahoma, of the first part, and C. W. Smith

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 hundred and fifty Dollars (\$150.00), 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: Lots 15, 16 & 17 in Block 9 of the Gillell Addition to the City of Tulsa, Tulsa Co. Oklahoma, Being a Subdivision of the SW 1/4 of the NE 1/4 of Lot 7 & 8 in Sec. 6, Town 19 North, Range 13 East of the Indian Base and Meridian, Tulsa Co. Okla. according to the U. S. survey thereon.

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 Christ Party

has on this day executed and delivered a certain

promissory note in writing to said parties of the second part, described as follows:

One note dated 4-27-08 due in 6 months payable to C. W. Smith with interest at 10% from maturity. Also an attorney's fee of \$10.00 and 10% of the note if collected by an attorney or by legal proceedings.

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 hands the day and year first above written.

J. H. Konings
Rosa Konings

STATE OF OKLAHOMA, } ss.

Tulsa County, }

Before me, C. H. Vincent, Notary Public

in and for said County and State on this 27th day of April, 1908, personally appeared J. H. Konings

and Rosa Konings to me known to be the identical person

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 Jan. 21st, 1912.

(Seal)

C. H. Vincent

This instrument was filed for Record on the 27 day of April, A. D. 1908, at 2:30 o'clock P. M., and duly recorded the day of 1908.

By Deputy.

(Seal)

H. C. Walker, Register of Deeds.