

Philip J. Gang & Carrie L. Gang

To J. R. Winters

1608 - MORTGAGE OF REAL ESTATE

510. F. BARNES & CO., ST. LOUIS, MO.

This Indenture, Made this 30th day of April A. D. 1908, between Philip J. Gang & Carrie L. Gang of Tulsa County, in the State of Oklahoma, of the first part, and J. R. Winters of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of Five hundred (\$500.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: all the westerly twenty five (25) feet of Lot 11 in Block eighty five (85) in the original town of Tulsa and the more particularly described as follows: Commencing at the north west corner of Block eighty five (85) in said City, running thence in a southeasterly direction one hundred (100) feet to a stake thence in a northeasterly direction at right angles with the said westerly line twenty five (25) feet to a stake thence in a northeasterly direction one hundred (100) feet to a stake in the southerly edge of First Street, thence in a southwesterly direction, along First Street, twenty five (25) feet to the place of beginning.

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

\$500.00 Tulsa, Okla. April 30th 1908.
One year after date, waiving grace, for value received, I, we, or either of us, promise to pay to the order of J. R. Winters, Five Hundred Dollars, negotiable and payable without defalcation or discount, with interest at eight per cent, per annum from date until paid. The drawer endorses, sureties and guarantors severally waive presentment for payment, protest, and notice of protest, notice of non payment, and diligence in enforcing payment of this note, and agree that the time of payment may be extended without notice to them or without their consent and without affecting their liability.
Ext. to Copy Witnesses (Signed) Philip J. Gang
P.O. Tulsa Ok. West 25 of E. 1, Bk. 85, Tulsa, Okla.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part 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 of the second part shall be entitled to the possession of said premises. And the said part 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 of the first part has hereunto set his hand and the day and year first above written.
Philip J. Gang
Carrie L. Gang

STATE OF OKLAHOMA, } ss. Before me, H. A. Earns, a Notary Public in and for said County and State on this 30th day of April 1908, personally appeared Philip J. Gang and Carrie L. Gang 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 Dec. 14th 1911
(Seal) H. A. Earns
Notary Public

This instrument was filed for Record on the 5 day of March A. D. 1908, at 5 o'clock P. M., and duly recorded the day of 1908.
By Deputy. H. C. Walker, Register of Deeds.
(Seal)

For value received, I acknowledge that the within mortgage, and certain interest thereon, has been paid to me by said Philip J. Gang and Carrie L. Gang, this 12th day of May, 1908.
J. R. Winters
Signed and acknowledged before me, May 12th 1908.
H. C. Walker, Register of Deeds.