

1608-MORTGAGE-OF-REAL-ESTATE

To

This Indenture, Made this 30th day of April A. D. 1908, between Mrs. S. H. Hawkins and L. C. Hawkins
 of Lincoln County, in the State of Oklahoma, of the first part, and
H. J. Stuteman
 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 (\$666.66)
Six hundred sixty six and 66/100 Dollars, the receipt of which is hereby acknowledged,
 do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described
 REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:
All of lots one, two, three, four, five and six in block two
in Stuteman Addition to Tulsa, Okla. according to the
recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said part 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
Mrs. S. H. Hawkins ha d this day executed and delivered two certain
 promissory note in writing to said part of the second part, described as follows:

333,100 Tulsa, Okla April 30th 1908
October 1st 1908, after date, maining grace, for value received, I, we, or either
of us, promise to pay to the order of H. J. Stuteman, Three hundred thirty three
and 33/100 dollars negotiable and payable without defalcation or discount
with interest at eight per cent, per annum from date until paid. The
drawers, endorsers, parties 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. Mrs. S. H. Hawkins
L. C. Hawkins
Witnes
My m lots 1, 2, 3, 4, 5, 6, block 2, Stuteman add. to Tulsa, Ok.

Now, if said part of the first part shall pay or cause to be paid to said part of the second part his heirs or assigns, said
 sum of money in the above described note s 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 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 of the first part ha ve hereunto set their hand the day and year first above written.

Mrs. S. H. Hawkins
L. C. Hawkins

STATE OF OKLAHOMA, } ss.

Lincoln COUNTY, } Before me, W. C. Walker a Notary Public
 in and for said County and State on this 8th day of May 1908, personally appeared
S. H. Hawkins and L. C. Hawkins to me known to be the identical person d
 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 November 12th 1910

W. C. Walker

This instrument was filed for Record on the 11 day of May A. D. 1908, at 11⁴⁵ o'clock a M.,
 and duly recorded the 11 day of May 1908

By (Seal) Deputy.

W. C. Walker
 Register of Deeds.