

D. Vensel et al

To Jesse D. Gillespie

1908 - MORTGAGE OF REAL ESTATE

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

This Indenture, Made this 15th day of May A. D. 1908, between D. Vensel and Mae Vensel, his wife of Owba, Owba County, in the State of Oklahoma, of the first part, and Jesse D. Gillespie of Owba, Owba 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 Thousand and 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE, situated in City of Owba, Owba County, and State of Oklahoma, to-wit: Lot Four, Block one in the D. J. O. Addition to the City of Owba, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 D. Vensel and Mae Vensel, his wife ha on this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

\$1000.00 Owba, Oklahoma May 15, 1908
 Are you after date for value received, I promise to pay to the order of Jesse D. Gillespie at First National Bank of Owba, Oklahoma one thousand & 00/100 Dollars with interest at 8% per cent per annum from date until paid. The Principal and interest hereon severally waive notice of demand and non payment. Protest or extension, interest, to have interest if not paid annually. The payment of reasonable attorney's fees is agreed to upon default.

Now, if said parties of the first part shall pay or cause to be paid to said party 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 party 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 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 parties of the first part ha on hereunto set their hand at the day and year first above written.

D. Vensel
Mae Vensel

STATE OF OKLAHOMA, } ss.
Owba COUNTY.

Before me, The undersigned a Notary Public, in and for said County and State on this 15 day of May 1908, personally appeared D. Vensel and Mae Vensel, his wife 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 23 1912.
 (Seal)

Randolph Stark
Notary Public

This instrument was filed for Record on the 29 day of May A. D. 1908, at 4⁵⁰ o'clock P. M., and duly recorded the 29 day of May 1908.
 By H. J. Walker Deputy. (Seal) Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of this within mortgage, and same is hereby released.

Signed and acknowledged before me May 12 - 09

Register of Deeds