

W. E. Priett

TO Farmers & Merchants Bank

This Indenture, Made this 5th day of June A. D. 1908, between

W. E. Priett,

of Tulsa County, in the State of Oklahoma, of the first part, and

Farmers & Merchants Bank, Bixby, Okla.

of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 2 of the first part, in consideration of the sum of

Five hundred and 00/100

(\$500.00)

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, their heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot # (15) and (16) in Block # (25) in the Midland Addition to the Town of Bixby Okla. according to plat on file of said Midland Addition.

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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

W. E. Priett has this day executed and delivered a certain promissory note in writing to said part 2 of the second part, described as follows:

One note dated June 5, 1908 and due Dec. 5, 1908 for \$500.00 and drawing 10% Int. from date.

Now, if said part 2 of the first part shall pay or cause to be paid to said part 2 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 part 2 of the second part shall be entitled to the possession of said premises. And the said part 2 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 2 of the first part has hereunto set his hand the day and year first above written.

W. E. Priett

STATE OF OKLAHOMA, } ss.

Tulsa County, }

Before me, Henry Hornecker, a Notary Public

in and for said County and State on this 5th day of June 1908, personally appeared

W. E. Priett and

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 Aug. 2, 1910

(Seal)

Henry Hornecker

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This instrument was filed for Record on the 8 day of June A. D. 1908, at 8 o'clock A. M., and duly recorded the day of 19

By Deputy.

(Seal)

H. S. Walker

Register of Deeds.