

Charles D. McCollough et al TO Lucia E. Bartlett

This Indenture, Made this 11th day of June A. D. 1908, between Charles D. McCollough and Elise W. McCollough, his wife of Tulsa County, in the State of Oklahoma, of the first part, and Lucia E. Bartlett

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

Seven hundred and 20/100 (\$700.00) Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: A plat of ground 80 feet by 100 feet (80 x 100) feet of the west end of lot three (3) of block one hundred and one (101) of the original town of Tulsa, more particularly described as follows: Beginning at the south west corner of said lot three (3) and running in a northerly direction to a distance of fifty (50) feet; thence running in an easterly direction a distance of fifty (50) feet; thence running in a southerly direction a distance of fifty (50) feet; thence running in a westerly direction a distance of fifty (50) feet to the place of beginning.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 Charles D. McCollough and Elise W. McCollough have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows:

Payable one year from date for seven hundred (\$700.00) dollars with interest at ten (10) per cent per annum. Insurance not less than seven hundred (\$700.00) dollars policies to be placed in the possession of party of second part and by her retained.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part her 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 have hereunto set their hands the day and year first above written.

Charles D. McCollough
Elise W. McCollough

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, Percy Collins a Notary Public in and for said County and State on this 11th day of June 1908, personally appeared Charles D. McCollough and Elise W. McCollough 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. 19 1911.

(Seal)

Percy Collins
Notary Public

This instrument was filed for Record on the 11 day of June A. D. 1908, at 2:30 o'clock P. M., and duly recorded the day of June 19

By Deputy.

(Seal)

H. P. Walkley
Register of Deeds.