

C. D. McCollough

TO Ethel Davis

1608 - MORTGAGE OF REAL ESTATE.

ALSO, B. BARNARD & CO., ST. LOUIS, MO.

State of Oklahoma }
County of Tulsa }

This Indenture, Made this 18th day of June A. D. 1908 between

C. D. McCollough

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

Ethel Davis

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

One hundred and 20/100

Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part of the second part, her heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit: Block 201, 2, 3, 4, 5, 9, 10, 15, 17, and 18, in Tulsa Oil and Gas Land Company's Subdivision of the SW 1/4 of the SE 1/4 of section 27, and the SE 1/4 of the SE 1/4 of the SE 1/4 of section 28, Township 20 N, Range 13 E, as shown on map of said subdivision now on record in the office of the Register of Deeds, in the County of Tulsa, Oklahoma.

TO HAVE AND TO HOLD THE SAME, unto the said part 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. In witness whereof, the said part of the second part, has hereunto set her hand and seal, this 18th day of June, 1908.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said

C. D. McCollough

has this day executed and delivered his certain

promissory note in writing to said part of the second part, described as follows: For one hundred dollars,

due in 30 days from date hereof, bearing interest at the rate of 8% per annum from date.

And the first part agree to keep the buildings insured and the mortgagor agree to pay a reasonable attorney's fees on foreclosure.

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

Signed and acknowledged before me, May 24, 1908.

Notary Public

Now, if said part of the first part shall pay or cause to be paid to said part of the second part, her heirs or assigns, the sum of money in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then the 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 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 her hand the day and year first above written.

C. D. McCollough

STATE OF OKLAHOMA, } ss.

County of Tulsa }

Before me, W. D. Abbott

Notary Public

in and for said County and State on this 18th day of June A. D. 1908, personally appeared

C. D. McCollough

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. Given under my hand and official seal, this 18th day of June, A. D. 1908.

My Commission expires Dec. 18, A. D. 1908

W. D. Abbott

Notary Public

This instrument was filed for Record on the 18 day of June A. D. 1908, at 5 o'clock P. M.,

and duly recorded the day of 19

H. C. Wickley

By Deputy.

(Seal)

Register of Deeds.