

Edith E. Gillies & Husb. TO C. F. Coggerhall

1009. MORTGAGE OF REAL ESTATE.

This Indenture, Made this 22nd day of June A. D. 1908, between
Edith E. Gillies & Husb. & Niel Gillies
of Oulsa County, in the State of Oklahoma, of the first part, and C. F. Coggerhall
of Oulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part^{ies} of the first part, in consideration of the sum of Three Hundred (\$300.00) Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said part^y of the second part his heirs and assigns, the following described
REAL ESTATE, situated in Oulsa County, and State of Oklahoma, to-wit:

The South Fifty (50) feet of Lot Six (6) in Block one hundred and forty six (146) in Oulsa.

TO HAVE AND TO HOLD THE SAME, unto the said part^y 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 Edith E. Gillies & Niel Gillies have this day executed and delivered their certain promissory note in writing to said part^y of the second part, described as follows:

One principal note in the sum of \$300.00 due December 21-1908.

Now, if said part^{ies} of the first part shall pay or cause to be paid to said part^y 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^y of the second part shall be entitled to the possession of said premises. And the said part^{ies} 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^{ies} of the first part have hereunto set their hand the day and year first above written.

Edith E. Gillies
Niel Gillies

STATE OF OKLAHOMA, }
Oulsa COUNTY. } ss.

Before me, J. T. Miller a Notary Public
in and for said County and State on this 22nd day of June 1908, personally appeared Edith E. Gillies
and Husband Niel Gillies 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 November 26th 1911
(Real)

J. T. Miller
Notary Public

This instrument was filed for Record on the 23 day of June A. D. 1908, at 3 o'clock P. M.,
and duly recorded the day of June 1908

By _____ Deputy.

(Real)

H. C. Walker
Register of Deeds.