

Burt Center & Matie Center

To H. C. Calhoun

29

1668 MORTGAGE OF REAL ESTATE

216, S. BURLINGA CO., ST. LOUIS 9

This Indenture, Made this 28<sup>th</sup> day of January A. D. 1908, between Burt Center & Matie Center of Tulsa County, in the State of Oklahoma, of the first part, and H. C. Calhoun

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 Twenty Five Hundred (\$2500.00) Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part of the second part his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The South Fifty Feet (50) of Lot Seven (7), and The South Fifty Feet (50) Lot Six (6); all in Block Fifty Nine (59) according to the "Official Plat" and "Government Survey". Dollars.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 Burt Center & Matie Center have this day executed and delivered Two certain promissory note in writing to said part of the second part, described as follows:

One note \$1250.00 due Jan. 28<sup>th</sup> 1909.  
One note \$1250.00 " Jan. 28<sup>th</sup> 1910.

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 have hereunto set their hand & the day and year first above written.

Burt Center  
Matie Center

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.

Before me, Robert E. Louch, a Notary Public

in and for said County and State on this 29<sup>th</sup> day of January 1908, personally appeared Burt Center and Matie Center to me known to be the identical person of

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 July 2<sup>nd</sup> 1910

Robert E. Louch

(Notarial Seal)

This instrument was filed for Record on the 30 day of Jan. A. D. 1908, at 3:30 o'clock P. M., and duly recorded the day of 19

By Deputy.

(Seal)

H. C. Walkley  
Register of Deeds.