

L. M. Perry and wife.

COMPARED

TO J. S. Merrill Drug Co.

1008 - MORTGAGE OF REAL ESTATE

- 100 - 2 - BARNARD & CO., ST. LOUIS - 8

This Indenture, Made this 27th day of June A. D. 1908, between L. M. Perryof Bixby, Tulsa County, in the State of Oklahoma, of the first part, and J. S. Merrill Drug Co.of St. Louis, Mo. 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 no 100 Dollars, the receipt of which is hereby acknowledged, do hereby these presents Grant, Bargain, Sell and Convey unto said part 1st of the second part their heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

all of Lots 21-22-23 Twenty one Twenty two and Twenty three in Block number fifteen (15) in the Midland Addition to Bixby, Okla. according to plat on file of said Midland Addition.

TO HAVE AND TO HOLD THE SAME, unto the said part 1st 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 L. M. Perry 2 has this day executed and delivered one certain

promissory note in writing to said part 1st of the second part, described as follows:

One note dated June 27-1908, due in 30 days for one Hundred Dollars (\$100.00).

One note dated June 27-1908 and due 60 days from date for One Hundred Dollars.

One note dated June 27-1908, due 90 days from date (\$100.00) one Hundred Dollars.

One note dated June 27-1908, due (120) days after date, for one hundred dollars (\$100.00)

One note dated June 27-1908, due five months after date for \$100.00 - one hundred dollars.

Now, if said part 2 of the first part shall pay or cause to be paid to said part 1st 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 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 2 of the first part has hereunto set their hand the day and year first above written.

L. M. Perry
Bessie Mae Perry

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY.Before me, Henry Hornecker a Notary Public.

in and for said County and State on this 27th day of June 1908, personally appeared L. M. Perry and Bessie Mae Perry and husband and wife 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 Aug 2 1910.
(Seal)

Henry Hornecker

This instrument was filed for Record on the 25 day of July A. D. 1908, at 5 o'clock P. M., and duly recorded the 2 day of July 1908.
By H. C. Walker Deputy. (Seal) Register of Deeds.

Received J. S. Merrill Drug Co.,
July 11 - 1908