

J.B. Stradford

COMPARED TO R.V. Bardon

305

1908 MORTGAGE OF REAL ESTATE

State of Oklahoma }  
County of Tulsa }

This Indenture, Made this 25 day of July A. D. 1908, between

J.B. Stradford

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

R.V. Bardon

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

Three Hundred Thirty Five (\$335.00) Dollars, the receipt of which is hereby acknowledged,

do hereby 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:

all of Lots numbers six (6), seven (7) and eight (8) in Block number three (3) in Tulsa's Addition to the City of Tulsa, Oklahoma, according to the official plat thereof.

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, *I warrant the title to the same.*

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said J.B. Stradford

has this day executed and delivered a certain

promissory note in writing to said part of the second part, described as follows: for the sum of Three

Hundred Thirty Five (\$335.00) and 700 Dollars payable four months after date at Tulsa, Oklahoma, with interest at the rate of 10% per annum.

and the first party agrees to keep the buildings insured for \$400.00.

and the mortgagor agrees to pay \$50.00 attorney's fees on foreclosure.

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, then 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 his hand the day and year first above written.

J.B. Stradford

STATE OF OKLAHOMA, } ss.

County of Tulsa County }

Before me, a

Notary Public

in and for said County and State on this 25 day of July A.D. 1908, personally appeared J.B. Stradford

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 25th day of July A.D. 1908.

My Commission expires March 29th 1910.

(Seal)

Samuel C. Davis

Notary Public

This instrument was filed for Record on the 25 day of July A.D. 1908, at 1:20 o'clock P.M.,

and duly recorded the day of 19

By Deputy. (Real)

H.C. Walker

Register of Deeds.