

S. L. Patton et ux

TO Lucia E. Bartlett.

307

1608 - MORTGAGE OF REAL ESTATE.

OKLAHOMA, DECEMBER 31, 1908.

This Indenture, Made this 16th day of July, A. D. 1908, between S. L. Patton
and Emmie Patton, his wife,
of Tulsa County, in the State of Oklahoma, of the first part, and Lucia E. Bartlett

of 0 County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of (4500.00)
Four thousand and 00/100 Dollars, the receipt of which is hereby acknowledged,
do by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described
REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lots seven (7) and eight (8) in Block nine (9), Lot one (1) in
Block twenty eight (28) Lot one (1) in Block twenty nine (29)
all in Town Addition to the City of Tulsa, Okla. according to the
duly recorded amended plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party 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.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said S. L. Patton and Emmie
Patton have this day executed and delivered their certain
promissory note in writing to said party of the second part, described as follows:

Dated July 16th 1908, for \$500.00, due January 16th 1909, bearing
interest at the rate of 10% per annum.

This mortgage is made subject to a mortgage of \$500.00
covering the said Lots seven (7) and eight (8) in Block nine
(9) to H. C. Diegeler. First parties agree to keep the buildings
on the above premises constantly insured against loss
by fire and tornado in sum not less than \$500.00 and
loss is any payable to second party as interest may appear
at that time and policies delivered to said second party.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part her 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 party of the second part shall be entitled to the possession of said premises. And the
said parties 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 parties of the first part have hereunto set their hands the day and year first above written.

S. L. Patton
Emmie Patton

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, D. B. Crewson, Notary Public.

in and for said County and State on this 17 day of July, 1908, personally appeared
S. L. Patton and Emmie Patton 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 Sept. 27th 1910.
(Seal)

D. B. Crewson
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This instrument was filed for Record on the 17 day of July, A. D. 1908, at 12 o'clock - M.,
and duly recorded the 19 day of July, 1908.

By (Seal) Deputy,

H. C. Walkley
Register of Deeds.