C. A. Selby et ux   TO Spire B. Berry

1668 MORTGAGE OF REAL ESTATE.   GEO. B. BARNARD & CO., ST. LOUIS S

This Indenture, Made this 15th day of July A. D. 19 08, between C. A. Selby

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

Spire B. Berry

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

WITNESSETH, That said part y of the first part, in consideration of the sum of

Three Hundred Fifty and 00/100 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 Tulsa County, and State of Oklahoma, to-wit:

Lot Twelve (12) in Block Two Hundred Five (205) Wood-lawn Add. to Tulsa.

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 C. A. Selby

has this day executed and delivered his 14 certain promissory note s in writing to said part y of the second part, described as follows:

All said notes bearing even date herewith for $25.00 each bearing 8% interest from date signed by mortgagors and in favor of mortgagee the first of said notes due Sept. 1" 1908 and one of the remainder due on the 1st day of each succeeding month thereafter till Oct. 1" 1909 when the last of said notes becomes due.

Now, if said part ies of the first part shall pay or cause to be paid to said part y 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 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 appraisement 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 ha ve hereunto set their hand s the day and year first above written.

C. A. Selby
Gertrude Selby.

STATE OF OKLAHOMA, }ss.
Tulsa COUNTY.

Before me, John H. Berry Notary Public in and for said County and State on this 15th day of July 1908, personally appeared C. A. Selby and Gertrude Selby to me known to be the identical person s 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 29th 19 11.
(Seal)

John H. Berry.

This instrument was filed for Record on the 17 day of July A. D. 19 08, at 11 o'clock A. M., and duly recorded the day of 19

By Deputy. (seal)

H. C. Walkley.
Register of Deeds.