

1088 - MORTGAGE OF REAL ESTATE

To

This Indenture, Made this 27th day of July, A. D. 1908, between

E. C. Barrett and Grace P. Barrett his wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
Lucia E. Barrett

of \_\_\_\_\_ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part of the first part, in consideration of the sum of One hundred and thirty and no/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot four (4) of block nineteen (19) in the Owen addition to the town of Tulsa, Oklahoma, as shown by the amended plat thereof, duly filed and of record

TO HAVE AND TO HOLD THE SAME, unto the said part 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 E. C. Barrett and Grace P. Barrett have this day executed and delivered their certain promissory note in writing to said part of the second part, described as follows:

Due three (3) months from the date thereof, July 27th 1908, for \$130.00 with interest at the rate of ten (10) per cent per annum.

Now, if said part of the first part shall pay or cause to be paid to said part 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 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 of money 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.

E. C. Barrett  
Grace P. Barrett

STATE OF OKLAHOMA, } ss.

Tulsa COUNTY. Before me, John H. Berry a Notary Public in and for said County and State on this 27th day of July, 1908, personally appeared

E. C. Barrett and Grace P. Barrett 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 July 29th 1911. (Seal)

John H. Berry  
Notary Public

This instrument was filed for Record on the 28 day of July, A. D. 1908, at 9:05 o'clock AM, and duly recorded the \_\_\_\_\_ day of \_\_\_\_\_ 1908.

By \_\_\_\_\_ Deputy. (Seal) H. C. Wadley Register of Deeds.

For value received, Factor's wife satisfaction and payment in full of the within mortgage, and same is hereby release.  
 Signed and acknowledged before me John H. Berry Notary Public at Tulsa Oklahoma.