

To

1088 MORTGAGE OF REAL ESTATE.

REG. S. BARNARD & CO., ST. LOUIS, S

This Indenture, Made this 20th day of July, A. D. 1915, between

Kate Barton and M. H. Barton, her husband
of Tulsa County, in the State of Oklahoma, of the first part, and

W. R. Shannon
of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of five hundred and sixty four 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 his heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The north fifty (50) feet of lot eight (8) block one hundred and seventy nine in city of Tulsa Oklahoma according to survey and plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party 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 Kate Barton has this day executed and delivered 12 certain promissory notes in writing to said party of the second part, described as follows:

all said notes bearing even date herewith, with interest at 5 per cent from maturity. Five of said notes being for \$40.00 each and due in 1, 2, 3, 4, and 5 months respectively; one of said notes being for \$44.00 and due in 6 months. Four of said notes being for \$55.00 and due in 7, 8, 9 and 10 months respectively; two of said notes being for \$50.00 each and due in 11 and 12 months respectively.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

Signed and acknowledged before me July 27 - 1915
W. R. Shannon
W. R. Shannon
Register of Deeds.

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

Kate Barton
M. H. Barton

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, J. T. Miller a Notary Public
in and for said County and State on this 30th day of July, 1915, personally appeared

Kate Barton and M. H. Barton 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 Nov 26th 1911 (Seal) J. T. Miller

This instrument was filed for Record on the 31 day of Jul, A. D. 1915, at 2:00 o'clock P. M., and duly recorded the 19 day of 19

By (Seal) Deputy. H. B. Mackley
Register of Deeds.