330

COMPARED TO 2nd set 5-13-57

1608 MORTGAGE OF REAL ESTATE. GEO. D. BARNARD & CO., ST. LOUIS 8

This Indenture, Made this 1st day of August A. D. 1908, between E. M. Logsdon & Bessie Logsdon his wife of County, in the State of Oklahoma, of the first part, and Geo. Wallach of ~~O~~ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of four hundred fifty ——— no/100 Dollars ($450.00), 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:

all N. W. ¼ NE ¼ NE ¼ SW ¼ SE ¼ NE ¼ NE ¼ all in sec. thirteen, township twenty, range thirteen, containing 30 acres more or less. Also the N ½ SE ¼ NE ¼ section thirty township twenty, range fourteen containing 20 acres more or less by U. S. survey. being all east of Indian Meridian.

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 E. M. Logsdon & wife have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

$450.00 Tulsa, Okla., Aug 1st 1908

Thirty days 1% after date, waiving grace, for value received, I, we or either of us, promise to pay to the order of Geo. Wallach four hundred fifty dollars negotiable and payable without defalcation or discount, with interest at eight per cent. per annum from maturity until paid. The drawers, endorsers, sureties and guarantors severally waive presentment for payment, protest, and notice of protest, notice of non payment, and diligence in enforcing payment of this note, and agree that the time of payment may be extended without notice to them or without their consent and without affecting their liability.

Rept. to P.O.

Copy No—

E. M. Logsdon.
Bessie Logsdon.

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, 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 party 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 parties of the first part have hereunto set their hands the day and year first above written.

E. M. Logsdon.
Bessie Logsdon.

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, H. A. Earns a Notary Public in and for said County and State on this 1st day of August 1908, personally appeared E. M. Logsdon and Bessie Logsdon his wife 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.

(Seal)

My Commission expires Dec 14, 1911

H. A. Earns.
Notary Public.

This instrument was filed for Record on the 1 day of Aug A. D. 1908, at 4:10 o'clock P. M., and duly recorded the day of 19

By Deputy. (Seal)

H. C. Walkley.
Register of Deeds.