

1008 - MORTGAGE OF REAL ESTATE

This Indenture, Made this 20 day of August A. D. 1925, between

of Jesse D. Jones (single)
Tulsa County, in the State of Oklahoma, of the first part, and

of S. W. Ferguson
Okefuskee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part 1 of the first part, in consideration of the sum of

four hundred no Dollars, the receipt of which is hereby acknowledged,

do by these presents Grant, Bargain, Sell and Convey unto said part 2 of the second part his heirs and assigns, the following described

REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

The southwest quarter (1/4) of the northeast quarter (1/4) of section
twenty-three (23) township nineteen (19) north, range thirteen (13)
east, being 40 acres more or less as shown by the government
survey thereof

TO HAVE AND TO HOLD THE SAME, unto the said part 2 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

Jesse D. Jones has this day executed and delivered a certain

promissory note in writing to said part 2 of the second part, described as follows:

One note for \$400.00 Due three years after date,
also six interest notes of \$16.00 each payable semi-annually
after date

Now, if said part 1 of the first part shall pay or cause to be paid to said part 2 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 2 of the second part shall be entitled to the possession of said premises. And the said part 1 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 1 of the first part has hereunto set his hand the day and year first above written.

STATE OF OKLAHOMA, } ss.
Oklahoma COUNTY.

Before me, Robert E. Lynch a Notary Public

in and for said County and State on this 20 day of August 1925, personally appeared

and Jesse D. Jones (single) to me known to be the identical person

who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and

deed for the uses and purposes therein set forth.

My Commission expires July 21 1926 (Seal) Robert E. Lynch

This instrument was filed for Record on the 21 day of Aug A. D. 1925, at 9:20 o'clock a M.,

and duly recorded the 19 day of Aug 1925 at H. B. Mackley

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