

1068 - MORTGAGE OF REAL ESTATE

Bettie Clark, nee Parris and W. L. Clark TO Wallace B. Meiser

This Indenture, Made this 6th day of August A. D. 1908, between Bettie Clark nee Parris and her husband, W. L. Clark of Haskell County, in the State of Oklahoma, of the first part, and Wallace B. Meiser of Haskell 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 \$116.25

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:

Northeast quarter of southeast quarter of northwest quarter and south half of southeast quarter of southwest quarter of section twenty five (25) township twenty-two (22) north and range thirteen (13) east and northeast quarter of southwest quarter and northwest quarter of southeast quarter of northwest quarter of section twenty five (25) township twenty-two (22) north and range thirteen (13) east, containing 80 acres in all, according to the United States 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 Bettie and W. L. Clark have this day executed and delivered one certain promissory note in writing to said part 2 of the second part, described as follows:

One promissory note for one hundred sixteen dollars and twenty five cents, said note bearing date of August 6th, 1908 and due February 6th, 1909.

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 appraisalment 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 have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA, } ss.

Haskell COUNTY, } Before me, T. H. Davidson a Notary Public in and for said County and State on this 6th day of August 1908, personally appeared Bettie Clark nee Parris and W. L. Clark, her husband to me known to be the identical person 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 May 22nd 1912 (Seal) T. H. Davidson

This instrument was filed for Record on the 10 day of aug A. D. 1908, at 8 o'clock AM, and duly recorded the 19 day of Aug 1908 By A. E. Wakley Deputy. Register of Deeds.