COMPARED

TO

1668—MORTGAGE OF REAL ESTATE.   GEO. P. BARKER & CO., ST. LOUIS—8

This Indenture, Made this _10th_ day of _August_ A. D. 19_08_, between _Robert J. Rickett_

of _Jenks, Tulsa_ County, in the State of Oklahoma, of the first part, and _J.W. McGregor_

of _Jenks, Tulsa_ County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part _y_ of the first part, in consideration of the sum of _Four Hundred Dollars ($400.00)_ Dollars, the receipt of which is hereby acknowledged, do_es_ by these presents Grant, Bargain, Sell and Convey unto said part _y_ of the second part _his_ heirs and assigns, the following described REAL ESTATE, situated in _Tulsa_ County, and State of Oklahoma, to-wit:

Lot number three (3) of section thirty one (31) township eighteen (18) north, Range thirteen (13) east

dollars

TO HAVE AND TO HOLD THE SAME, unto the said part _y_ 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 _Robert J. Rickett_ ha_s_ this day executed and delivered _a_ certain promissory note____ in writing to said part _y_ of the second part, described as follows:

_No – 1 – $400.00_   _Jenks, Okla. Aug. 10, 1908_

One year after date we or either of us each a principal promise to pay to the order of J.W. McGregor Four hundred dollars for value received, negotiable and payable at Bank of Jenks, Jenks, Okla. with interest at 10 per cent per annum from date until paid. The makers, signers, endorsers, each severally waive presentation for payment, notice of non payment, protest and notice and further consent to any renewals or extensions without further notice.

(Signed) Robert J. Rickett
Ethel J. Rickett

Now, if said part _y_ of the first part shall pay or cause to be paid to said part _y_ 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 _y_ of the second part shall be entitled to the possession of said premises. And the said part _y_ of the first part for said consideration do_es_ 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 part _y_ of the first part ha_s_ hereunto set _his_ hand the day and year first above written.

Robert J. Rickett
Ethel J. Rickett

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, _Herschell B Hamilton_ a notary public in and for said County and State on this _10th_ day of _August_ 19_08_, personally appeared _Robert J. Rickett_ and _Ethel J. Rickett_ to me known to be the identical person_s_ 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 _April 5_ 19_10_ (Seal) _Herschell B Hamilton_

This instrument was filed for Record on the _11_ day of _Aug_ A. D. 19_08_, at _8:20_ o'clock _a_ M., and duly recorded the____day of____19____

By____Deputy. (Seal) _H. C. Walkley_ Register of Deeds.