

To

1008 MORTGAGE OF REAL ESTATE.

REG. B. BARNES & CO., ST. LOUIS 5

This Indenture, Made this 10th day of August A. D. 1908, between

of Garfield Lynch County, in the State of Oklahoma, of the first part, and

of Muskogee County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part² of the first part, in consideration of the sum of Two hundred seventy five and no Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said part² of the second part his heirs and assigns, the following described REAL ESTATE, situated in _____ County, and State of Oklahoma, to-wit:

N² S² E⁴ 7¹ 1/2⁴ and S² E⁴ 7¹ 1/2⁴ Section 4 Township 30 north Range 13 east.

TO HAVE AND TO HOLD THE SAME, unto the said part² of the second part Y 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 Garfield Lynch has this day executed and delivered his certain promissory note in writing to said part² of the second part, described as follows:

Dated August 10th 1908 - in the sum of Two hundred seventy five Dollars payable in one year, interest 10% per annum.

Now, if said part² of the first part shall pay or cause to be paid to said part² of the second part his heirs or assigns, said sum of money in the above described note has 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 part² of the second part shall be entitled to the possession of said premises. And the said part² 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 part² of the first part has hereunto set his hand the day and year first above written.

Garfield Lynch

STATE OF OKLAHOMA, } ss.

Muskogee COUNTY. Before me, the undersigned, Notary Public

in and for said County and State on this 10th day of August 1908, personally appeared

Garfield Lynch and _____ 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. Witness my hand and official seal the day and year above written.

My Commission expires July 3rd 1911. (Seal) R.H. Beard

This instrument was filed for Record on the 11 day of Aug A. D. 1908, at 2 o'clock P. M., and duly recorded the _____ day of _____ 1908

By _____ Deputy. (Seal) H.C. Mackay Register of Deeds.