

1068 - MORTGAGE OF REAL ESTATE

COP. B. BARNARD & CO., ST. LOUIS, MO.

This Indenture,

Made this 4th day of AugustA. D. 1908, between A. F. Romigof Tulsa County, in the State of Oklahoma, of the first part, andof Marble City County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Twenty-four hundred and no 100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part her heirs and assigns, the following described REAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot number five (5) in block numbered one hundred forty seven (147) in the city of Tulsa according to the official plat of said city.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part her 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 A. F. Romig has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows:

Twenty-four hundred Dollars, bearing date of August 4, 1908 with interest at the rate of 8% from August 8, 1908, payable semi-annually due on August 8, 1913 unless sooner paid by maker signed A. F. Romig.

and the first parties agree to keep the buildings insured for \$1000.00

Now, if said party of the first part shall pay or cause to be paid to said party of the second part her 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 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 parties of the first part have hereunto set their hand the day and year first above written.

A. F. Romig
Ruth P. Romig

STATE OF OKLAHOMA.

County of Tulsa ss.

Before me,

a Notary Publicin and for said County and State on this 4th day of August A. D. 1908, personally appeared

A. F. Romig and Ruth P. Romig 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. Given under my hand and official seal, this 4th day of August, A. D. 1908.

My Commission expires Jan 18, 1912 (Seal)E. A. RobinsonNotary Public

This instrument was filed for Record on the 11 day of Aug A. D. 1908, at 4:20 o'clock P. M., and duly recorded the 11 day of Aug 1908

By (Seal) Deputy.

A. C. Malley
Register of Deeds.