

1008—MORTGAGE OF REAL ESTATE

This Indenture, Made this 15th day of August A. D. 1908, between

of Tulsa County, in the State of Oklahoma, of the first part, and

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

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

North twenty (20) feet lot eight (8) and south forty (40) feet lot nine (9) block three, North Tulsa, County of Tulsa, State of Oklahoma, to secure debt of Two hundred four and no/100 dollars and interest.

TO HAVE AND TO HOLD THE SAME, unto the said part 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 Roy P. McKenzie has this day executed and delivered his certain promissory note in writing to said part of the second part, described as follows:

Dated August 15, 1908 due ninety days signed by Roy P. McKenzie and Guy D. McKenzie

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

Roy P. McKenzie

STATE OF OKLAHOMA, }
Tulsa COUNTY. } ss.

Before me, P. C. Burger a Notary Public in and for said County and State on this 15th day of August 1908, personally appeared

Roy P. McKenzie and Guy D. McKenzie 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 Mar 11 1912 (Seal) P. C. Burger

This instrument was filed for Record on the 15 day of Aug A. D. 1908, at 9 o'clock AM, and duly recorded the 15 day of Aug 1908

By (Seal) Deputy. H. C. Malley Register of Deeds.