

1008 MORTGAGE OF REAL ESTATE.

REG. &amp; REVENUE CO., ST. LOUIS 9

This Indenture, Made this 17 day of August, A. D. 1908, betweenAdda L. Moellendick and Fred Moellendick her husbandof Tulsa County, in the State of Oklahoma, of the first part, andA. Brownof Tulsa County, in the State of Oklahoma, of the second part:WITNESSETH, That said part of of the first part, in consideration of the sum ofFifteen hundred Dollars, the receipt of which is hereby acknowledged,do by these presents Grant, Bargain, Sell and Convey unto said part of of the second part his heirs and assigns, the following describedREAL ESTATE, situated in Tulsa County, and State of Oklahoma, to-wit:Lot six (6) Block three (3) Olis addition to the city of Tulsa Oklahoma according to the recorded plat thereofdollars.TO HAVE AND TO HOLD THE SAME, unto the said part of 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 Adda L. Moellendick and Fred Moellendick have this day executed and delivered 72 certainpromissory note in writing to said part of of the second part, described as follows:

Seventy two (72) promissory notes of \$30.00 each dated Aug 17, 1908 given to A. Brown bearing 8% interest per annum from maturity said notes numbered from number one to number seventy two consecutively and falling due in same order. If said notes not paid when due makers to pay all costs necessary for collection including ten percent for attorney fees.

Now, if said part of of the first part shall pay or cause to be paid to said part of 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 of the second part shall be entitled to the possession of said premises. And the said part of 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 part of of the first part have hereunto set their hands the day and year first above written.Adda L. Moellendick  
Fred MoellendickSTATE OF OKLAHOMA, }  
Tulsa COUNTY, } ss.Before me, B. W. Singleton a Notary Publicin and for said County and State on this 21st day of August, 1908, personally appeared Adda L.Moellendick and Fred Moellendick her husband to me known to be the identical personswho 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. (Seal)

My Commission expires Dec 12, 1911B. W. Singleton  
Notary PublicThis instrument was filed for Record on the 22 day of aug, A. D. 1908, at 9:30 o'clock a. M.,and duly recorded the 19 day of aug, 1908By (Seal) Deputy. H. C. Walker Register of Deeds.