

June 12-16-59

1608 MORTGAGE OF REAL ESTATE

ST. B. BARNARD &amp; CO., BLMING

This Indenture, Made this 1st day of August A. D. 1908, between Henry C. Martin and Lenna L. Martin, his wife  
 of Tulsa County, in the State of Oklahoma, of the first part, and  
Cyrus L. Avery  
 of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said part ies of the first part, in consideration of the sum of  
Fifty and no/100 dollars (\$50.00) Dollars, the receipt of which is hereby acknowledged,  
 do 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:

The east half of northwest quarter of the northeast quarter; the east half of the northeast quarter of the northeast quarter; the northwest quarter of the north east quarter of the northeast quarter of section thirty (30); and the southwest quarter of the southwest quarter of the northeast quarter of section thirty one (31), township twenty one north, range thirteen (13) east, containing 60 acres, more or less.

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 Henry C. Martin and Lenna L. Martin, his wife have this day executed and delivered two certain promissory notes in writing to said part y of the second part, described as follows:

Each dated August 1st, 1908, due in 60 days, interest 10% from date, amount \$25.00 each

Now, if said part ies 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 ies 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 ies of the first part have hereunto set their hands the day and year first above written.

Henry C. Martin  
Lenna L. Martin

STATE OF OKLAHOMA, } ss.  
Tulsa COUNTY.

Before me, A.B. Davis a Notary Public

in and for said County and State on this 24 day of August 1908, personally appeared  
Henry C. Martin and Lenna L. Martin, his wife to me known to be the identical person  
 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 November 26, 1911

(Seal)

A.B. Davis  
Notary Public

This instrument was filed for Record on the 25 day of Aug A. D. 1908, at 9:30 o'clock a M.,  
 and duly recorded the 25 day of Aug 1908  
 By (Seal) Deputy. H.B. Walker Register of Deeds.