1608—MORTGAGE OF REAL ESTATE.

State of Oklahoma
County of Tulsa

**This Indenture,** Made this 24th day of August A. D. 1908, between Warren D. Abbott and Ruth S. Abbott, husband and wife of Tulsa County, in the State of Oklahoma, of the first part, and Jane Appleby of Tulsa County, in the State of Oklahoma, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Seven Hundred and 00/100 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:

The south half of lot numbered one (1) in Block numbered two hundred three (203) in the original town of Tulsa, now state of Oklahoma

TO HAVE AND TO HOLD THE SAME, unto the said part of the second part heirs and assigns, together with all the singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever. and warrant the title to the same

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Warren D Abbott has this day executed and delivered his certain promissory note in writing to said part of the second part, described as follows: for Seven hundred dollars ($700), due one year from date, bearing interest at the rate of ten per centum per annum from date.

and the first parties agree to keep the buildings insured for $700.00 and the Mortgagor agree to pay a reasonable attorney's fees on foreclosure

Now, if said parties 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 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 appraisement 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 hands the day and year first above written.

Warren D Abbott
Ruth S Abbott

**STATE OF OKLAHOMA,**
County of Tulsa } ss.

Before me, the undersigned a Notary Public in and for said County and State on this 24th day of August 1908, personally appeared Warren D Abbott and Ruth S Abbott 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 24th day of august a d 1908

My Commission expires August 3rd 1912 (Seal)

H. W. Randolph
Notary Public

This instrument was filed for Record on the 25 day of Aug A. D. 1908, at 12 30 o'clock P. M, and duly recorded the _____ day of _____ 19___

By _____ Deputy. (Seal)

H.C. Walkley
Register of Deeds.