378 Sion A. Cearley et ux TO Mrs L. S. Snodgrass

1068 MORTGAGE OF REAL ESTATE. GEO. R. BARNARD & CO., ST. LOUIS 8

This Indenture, Made this 18th day of September A. D. 1908, between Sion A. Cearley and Pearl O. Cearley his wife of Tulsa County, in the State of Oklahoma, of the first part, and Mrs L. S. Snodgrass 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 Five Hundred ($500.00) 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 County, and State of Oklahoma, to-wit: The west half of the north east quarter of the south east quarter of section fifteen (15) township twenty two (22) north range fifteen (15) east of the Indian base and meridian containing 20 acres, also the west half of the south west quarter of the south east quarter and the south east quarter of the south west quarter of the south east quarter of section twenty (20) township twenty four (24) north of range nineteen (19) east of the Indian base and meridian containing 30 acres more or less. Also lot three in Block Fifteen (15) in the Gillett Hall Addition to the City of Tulsa Oklahoma.

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 Sion A. Cearley and Pearl O. Cearley have this day executed and delivered to certain promissory note in writing to said party of the second part, described as follows:

September 18th, 1908.

One year, after date we promise to pay to the order of Mrs L. S. Snodgrass Five Hundred Dollars for value recieved, negotiable and payable without defalcation or discount and with interest from date at the rate of 10 per cent per annum and if the interest be not paid annually to become as principal and bear the same rate of interest.

Now, if said party of the first part shall pay or cause to be paid to said party of the second part 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 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.

Sion A. Cearley
Pearl O. Cearley

STATE OF OKLAHOMA, } ss.
Tulsa COUNTY.

Before me, J. O. Miller a Notary Public in and for said County and State on this 18th day of September 1908, personally appeared Sion A. Cearley and Pearl O. Cearley 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.

My Commission expires Nov. 26th 1911

(Seal)

J. O. Miller

This instrument was filed for Record on the 18 day of Sep. A. D. 1908, at 8 o'clock A. M., and duly recorded the day of 19

By Deputy. (Seal)

H. C. Walkley
Register of Deeds.